

**From:** James Nelson<JIM-N@ipsc.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:41 PM  
**Subject:** Fwd: Re: New Performance Numbers

Lets chat tomorrow, Bret. Looks like we've lost a good couple inches on gas side differential. How does this affect economics?

>>> Bret Kent 9/12/2003 5:56:08 PM >>>  
James,

Here are the numbers from Gary Allen.

They are considerably better than where we are now. Let me know what you think.

See Gary's email and the attached spreadsheet for details.

Talk to you Monday,

Bret

>>> <[gary.c.allen@power.alstom.com](mailto:gary.c.allen@power.alstom.com)> 9/12/2003 4:35:55 PM >>>

Dear Bret,

Attached are the new performance numbers based on the flows and temperatures you gave us. The pressure drop increased less than I thought it would. Also, the Air out temperature increased to 698 deg.F. which means the air preheater now has a gross fuel savings of \$11,694,900 per year. That's almost \$2,000,000 more than the original design. Please advise that this new performance is OK to proceed with for the guarantees. If OK, we will send the guarantees with our formal quote.

(See attached file: 4100.cus.xls)

Gary Allen

**From:** Bret Kent  
**To:** Bret Kent; James Nelson; Jerry Hintze; JillGriffiths  
**Start:** 9/23/2003  
**Due:** 12/20/2010  
**Subject:** Source Directed Purchase Memo for Air Heater Element Replacement

Memo is located in:

E:\DRAWINGS\Current\Projects\IGS03\IGS03-02 Air Heater Element Replacement\8.Procurement\SourceDirectedMemo.wpd

IP7\_022152

## Bret Kent - Air Heater Install Spec

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** James Nelson  
**Date:** 12/20/2010 12:43 PM  
**Subject:** Air Heater Install Spec

---

Hard copy on your desk.

soft copy can be found at:

E:\DRAWINGS\Current\Projects\IGS03\IGS03-02 Air Heater Element Replacement\5.Design\SAH Instal  
Spec.wpd

Please review and provide comment.

Thanks,

Bret

## Bret Kent - Air Heater Install Spec

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** James Nelson  
**Date:** 12/20/2010 12:43 PM  
**Subject:** Air Heater Install Spec

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Hard copy on your desk.

soft copy can be found at:

E:\DRAWINGS\Current\Projects\IGS03\IGS03-02 Air Heater Element Replacement\5.Design\SAH Instal  
Spec.wpd

Please review and provide comment.

Thanks,

Bret

## Bret Kent - Definition for Inches of Water Gage

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Ralph Newberry  
**Date:** 12/20/2010 12:43 PM  
**Subject:** Definition for Inches of Water Gage

---

**Inches of Water Gage (IN WG or INCHES WG):** A unit of air pressure measurement equal to the pressure exerted by a column of water 1 inch high, measured relative to the local atmosphere. One inch w.g. equals 5.2 lb per sq ft or 0.036 lb per sq in.

## Bret Kent - Information for Installation Contract

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Gary Allen  
**Date:** 12/20/2010 12:44 PM  
**Subject:** Information for Installation Contract

---

Gary,

Things are moving along smoothly for having an order to you by the 2nd week of October. It will be close...

At the same time I am starting to develop the spec for the installation so we can get it out for bid. With that, any information you can provide would be helpful.

1) Arrangement and Assembly Drawings

2) Any details on the work need to be completed.

3) As you and I have talked before Irwin will not be back onsite for the foreseeable future. We are looking at 3 contractors right now to do this work. Your comments and experience with them would be valuable.

- TEI Construction Services, Inc. - Mobile, AL
- Maintenance Enterprises, Inc. - Gardena, CA 90248
- PSF Industries, Inc. - West Jordan, UT

Comments regarding their experience installing your product would be the most interesting to us.

4) Any additional contractors you would recommend for the installation.

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

**From:** <gary.c.allen@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**CC:** James Nelson  
**Date:** 12/20/2010 12:41 PM  
**Subject:** IPSC Lynndyl #2 LAP-4100 Quote 3GS-1034A  
**Attachments:** pic20432.pcx; Perf\_Schedule 1034A.ZIP

Bret,

Requested revisions to guarantee attached. Also, could you advise when order will be received? Our Project Manager in New York (manufacturing plant) is getting a little nervous for your requested delivery at site in February next year. See comment below.

Thanks,

Gary Allen

----- Forwarded by Gary C. Allen/USWEL01/Power/ALSTOM on  
09/18/2003 01:29 PM -----

(Embedded image moved to file: Services)  
Guy I. Drake/USWEL01/Power/ALSTOM  
09/18/2003 11:48 AM (Phone: +1 585-596-2689, Dept.: Heat Recovery)  
pic20432.pcx)

To: Gary C. Allen/USWEL01/Power/ALSTOM@GA  
cc:  
Subject: IPSC Lynndyl #2 LAP-4100 Quote 3GS-1034A

Security Level:? Internal

Gary,

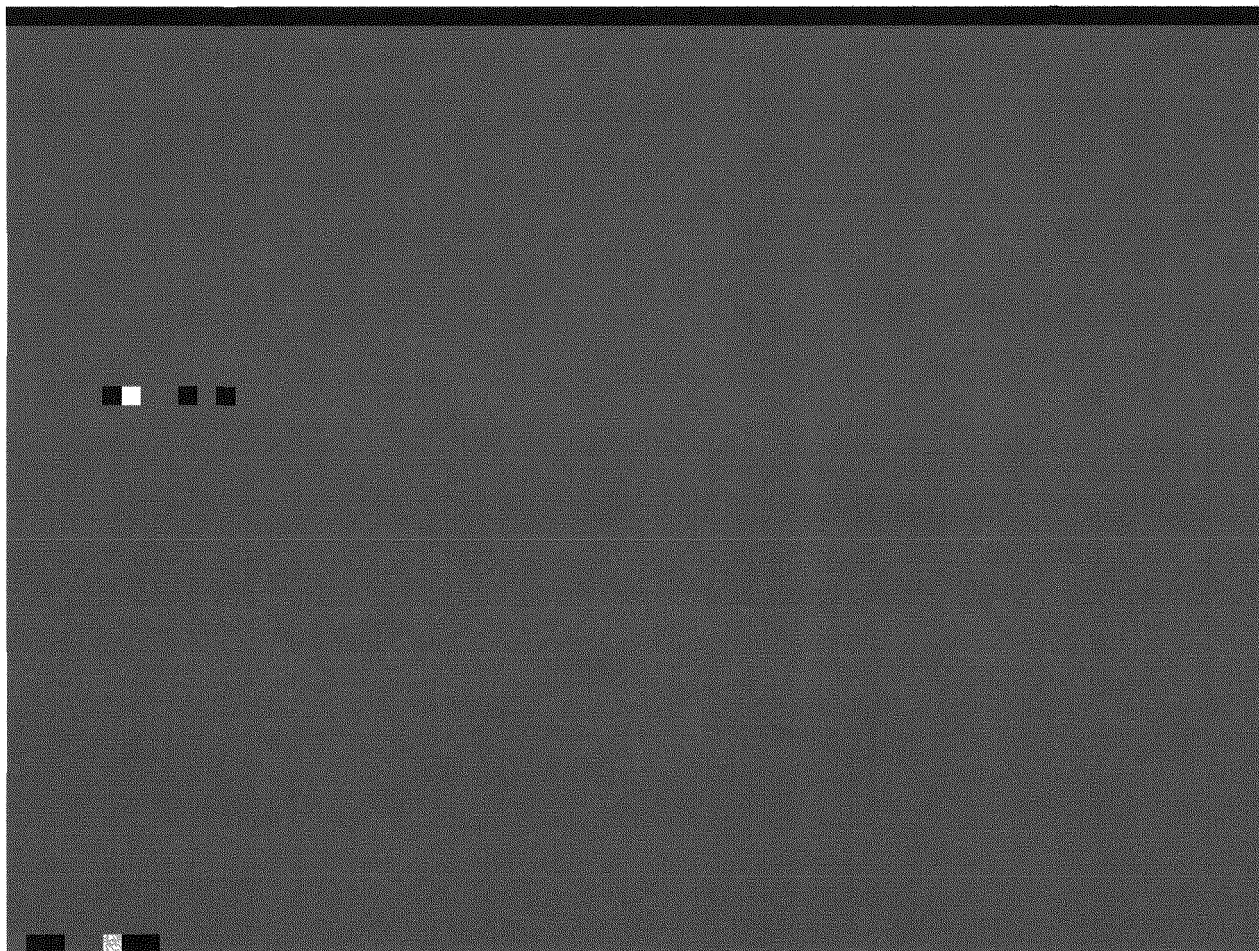
Please find the revised performance numbers with guarantee for Intermountain Power. Also included is a revised 'Production Schedule'. This order is getting real tight for any shipment in January. As it is now we will need the release to order materials before the installation drawings are reviewed and approved by IPSC. Because of the current loading in January, we will need to re-confirm our scheduled ship date at time of actual order.

(See attached file: Perf\_Schedule 1034A.ZIP)

Please forward to Mr. Bret Kent and Mr. Jim Nelson. Thanks.

Guy Drake  
APC-Project Manager

IP7\_022157





| <b>Name</b>             | <b>Size</b> | <b>Modified</b>   |
|-------------------------|-------------|-------------------|
| Perf_Schedule 1034A.PDF | 206,646     | 9/18/2003 2:35 PM |

**Comment**

## Bret Kent - Requisition 190854

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Ralph Newberry  
**Date:** 12/20/2010 12:42 PM  
**Subject:** Requisition 190854

---

Ralph,

I understand that requisition 190854 has been assigned to you. Please find attached the F2 section for the contract. In the same document after the F2 section is a paragraph on liquidated damages and a couple of appendices.

We would like to include an additional line on the bid sheet. With the way budgets are being cut we would like them to provide escalation pricing for the next 2 years in case we have to put it off.

Let me know if you have any questions or need me to come down to discuss it.

I am working on the installation spec and should have it ready to go next week.

Thank,

Bret

**Bret Kent - Min operating load and acid dew point**

---

From: Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
 To: James Nelson  
 Date: 12/20/2010 12:43 PM  
 Subject: Min operating load and acid dew point

James,

Here is a summary of what I was able to find on minimum operating load and acid dew point.

Acid dew point for our flue gas is between 180 and 190 deg F. Safe area to operate is between 210 and 220 deg F. For this evaluation I used 220 deg F.

**Before the Outage Last Year (2/28/03 23:20:00)**

Gas Outlet Temperature: 234 deg F (AVG of U1 1A and 1B SAH's)  
 U1 B casing Inlet Temp: 221 deg F  
 Unit Load: 184 MW

**Post Outage (4/5/03 00:22:00)**

Gas Outlet Temperature: 235 deg F (AVG of U1 1A and 1B SAH's)  
 U1 B casing Inlet Temp: 221 deg F  
 Unit Load: 178 MW

You can see that not a lot changed during the uprate work. Unit load dropped 6 MW but nothing significant.

**Our Current Conditions (9/17/03 19:13:00)**

At 67 deg F ambient and 950 MW load

Gas Outlet Temperature: 303 deg F (AVG of U1 1A and 1B SAH's)  
 U1 A casing Inlet Temp: 283 deg F  
 U1 B casing Inlet Temp: 312 deg F  
 U1 C casing Inlet Temp: 285 deg F

**Expected Condition after SAH Upgrade**

At 67 deg F ambient and 950 MW load

Gas Outlet Temperature: 272 deg F (AVG of U1 1A and 1B SAH's)

Ratio of Outlet Temperatures =  $303/272 = 1.114$

So I would say the minimum operating load will need to be increased roughly 12%. From 300MW to 340-350MW.

Let me know if you would like to discuss further.

Bret

**From:** James Nelson<JIM-N@ipsc.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:43 PM  
**Subject:** Fwd: Min operating load and acid dew point

This looks fine Bret. At least we can show where we are going. thanks

>>> Bret Kent 9/19/2003 8:26:47 AM >>>  
James,

Here is a summary of what I was able to find on minimum operating load and acid dew point.

Acid dew point for our flue gas is between 180 and 190 deg F. Safe area to operate is between 210 and 220 deg F. For this evaluation I used 220 deg F.

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Bret

## Bret Kent - Re: New Performance Numbers

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** gary.c.allen@power.alstom.com  
**Date:** 12/20/2010 12:41 PM  
**Subject:** Re: New Performance Numbers

---

Gary,

We don't see anything that concerns us too greatly. The increased fuel savings is a pleasant bonus. Please proceed with reissuing the guarantees.

Thanks for your quick response on this matter.

Regards,

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <gary.c.allen@power.alstom.com> 9/12/2003 4:35:55 PM >>>

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(See attached file: 4100.cus.xls)

Gary Allen

## Bret Kent - Requisition 190854

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**Date:** 12/20/2010 12:42 PM  
**Subject:** Requisition 190854

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We would like to include an additional line on the bid sheet. With the way budgets are being cut we would like them to provide escalation pricing for the next 2 years in case we have to put it off.

Let me know if you have any questions or need me to come down to discuss it.

I am working on the installation spec and should have it ready to go next week.

Thank,

Bret



**From:** <gary.c.allen@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**CC:** guy.i.drake@power.alstom.com; mike.mcarthur@power.alstom.com; timothy....  
**Date:** 12/20/2010 12:49 PM  
**Subject:** Re: Information for Installation Contract  
**Attachments:** pic09573.pcx

Dear "Bret,

Sorry for the delay. Please see the timeline schedule in the proposal.  
Were getting tight to P.O. required date for delivery in February 2004. No  
high pressure, just wanted to bring to your attention.

- 1) Please see drawings sent to you via e-mail from Guy Drake, dated 5/14/03.
- 2) Please see estimated man-hours for air preheater ClearFlow(tm) modifications (1-air heater), dated 5/9/03 which was in proposal from Guy Drake. This was second to last page, just before timeline schedule.
- 3) No Comment.
- 4) Please send a labor RFQ to:

Mr. Mike McArthur  
ALSTOM Power Inc.  
2360 Northwest Marine Drive  
Troutdale, OR 97060

Phone: 503-669-1591

Thanks Bret,

Gary Allen

(Embedded "Bret Kent" <[Bret-K@ipsc.com](mailto:Bret-K@ipsc.com)>  
image moved 09/25/2003 03:15 PM  
to file:  
pic09573.pcx)

To: Gary C. Allen/USWEL01/Power/ALSTOM@GA  
cc:  
Subject: Information for Installation Contract

Security Level:? Internal

IP7\_022167

Gary,

Things are moving along smoothly for having an order to you by the 2nd week of October. It will be close...

At the same time I am starting to develop the spec for the installation so we can get it out for bid. With that, any information you can provide would be helpful.

- 1) Arrangement and Assembly Drawings
- 2) Any details on the work need to be completed.
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Maintenance Enterprises, Inc. - Gardena, CA 90248  
PSF Industries, Inc. - West Jordan, UT

Comments regarding their experience installing your product would be the most interesting to us.

- 4) Any additional contractors you would recommend for the installation.

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**To:** gary.c.allen@power.alstom.com  
**Date:** 12/20/2010 12:49 PM  
**Subject:** Re: Information for Installation Contract

---

Am I to understand that Alstom is now installing the airheater hardware? When we had talked about installation work previously, you had told me that it would be a separate contractor. That is when we got into the discussion about Irwin.

Is this a recent change or just a miscommunication?

Thanks,

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

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[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <gary.c.allen@power.alstom.com> 10/1/2003 4:26:58 PM >>>

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## Bret Kent - Ultimate Fuel Analysis

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Ralph Newberry  
**Date:** 12/20/2010 12:49 PM  
**Subject:** Ultimate Fuel Analysis

---

Ralph,

Sorry it took so long for me to get back with you on this. Please replace the hard copy I provide as Appendix 2 with the attached spreadsheet.

Thanks,

Bret

# AS RECEIVED COAL SAMPLE ANALYSES - IPSC FUELS LAB

| Mine     | Tonnage   | Month/Yr    | Moist% | Ash%  | Volatile% | S%   | Btu/lb   | C%    | H%   | N%   | O%    | Dry Ash% | Dry S% | Dry C% | Dry H% | Dry N% | Dry O% | Dry Btu/lb | Dry Volatile | MAF BTU |
|----------|-----------|-------------|--------|-------|-----------|------|----------|-------|------|------|-------|----------|--------|--------|--------|--------|--------|------------|--------------|---------|
| Andalex  | 54759.35  | April, 2003 | 6.81   | 9.44  | 36.83     | 0.59 | 11941    | 66.82 | 4.59 | 1.50 | 10.25 | 10.13    | 0.63   | 71.70  | 4.93   | 1.61   | 11.00  | 12614      | 39.52        | 14258   |
| Arch     | 93628.53  | April, 2003 | 6.73   | 11.06 | 36.65     | 0.67 | 11819    | 65.72 | 4.50 | 1.46 | 9.87  | 11.86    | 0.72   | 70.46  | 4.82   | 1.58   | 10.58  | 12672      | 39.29        | 14377   |
| Coastal  | 27663.53  | April, 2003 | 7.26   | 10.85 | 36.81     | 0.60 | 11658    | 65.46 | 4.58 | 1.42 | 9.83  | 11.70    | 0.65   | 70.58  | 4.94   | 1.53   | 10.60  | 12571      | 39.69        | 14237   |
| Genwal   | 28227.46  | April, 2003 | 7.16   | 8.06  | 40.53     | 0.48 | 12451    | 68.33 | 5.05 | 1.49 | 9.43  | 8.68     | 0.52   | 73.60  | 5.44   | 1.60   | 10.16  | 13411      | 43.66        | 14686   |
| Sufco    | 195110.63 | April, 2003 | 9.42   | 10.86 | 37.07     | 0.39 | 11112    | 62.48 | 4.38 | 1.22 | 11.25 | 11.99    | 0.43   | 68.98  | 4.83   | 1.35   | 12.42  | 12268      | 40.93        | 13939   |
| W/R      | 44669.04  | April, 2003 | 5.92   | 7.66  | 37.57     | 1.10 | 12848    | 70.71 | 4.98 | 1.66 | 7.98  | 8.14     | 1.17   | 75.16  | 5.29   | 1.76   | 8.48   | 13656      | 39.93        | 14866   |
| W/R      | 18370.15  | April, 2003 | 5.84   | 8.17  | 37.11     | 1.09 | 12802    | 70.38 | 5.00 | 1.66 | 7.85  | 8.68     | 1.16   | 74.75  | 5.31   | 1.76   | 8.34   | 13596      | 39.41        | 14888   |
| Andalex  | 64932.12  | May, 2003   | 5.65   | 10.07 | 37.27     | 0.60 | 12084    | 67.35 | 4.67 | 1.53 | 10.13 | 10.67    | 0.64   | 71.38  | 4.95   | 1.62   | 10.74  | 12808      | 39.50        | 14338   |
| Arch     | 82943.41  | May, 2003   | 6.49   | 10.82 | 36.38     | 0.56 | 11825    | 66.22 | 4.61 | 1.43 | 9.87  | 11.57    | 0.60   | 70.82  | 4.93   | 1.53   | 10.55  | 12646      | 38.91        | 14301   |
| Coastal  | 26777.20  | May, 2003   | 5.80   | 11.45 | 35.72     | 0.68 | 11978    | 66.95 | 4.57 | 1.53 | 9.03  | 12.15    | 0.72   | 71.07  | 4.85   | 1.62   | 9.59   | 12715      | 37.92        | 14474   |
| Genwal   | 27501.08  | May, 2003   | 6.95   | 8.50  | 39.04     | 0.67 | 12427    | 68.41 | 5.11 | 1.55 | 8.80  | 9.14     | 0.72   | 73.52  | 5.49   | 1.67   | 9.46   | 13355      | 41.96        | 14698   |
| Sufco    | 195613.19 | May, 2003   | 8.37   | 11.06 | 37.57     | 0.39 | 11292    | 63.11 | 4.58 | 1.24 | 11.25 | 12.07    | 0.43   | 68.87  | 5.00   | 1.35   | 12.28  | 12324      | 41.00        | 14016   |
| W/R      | 47378.20  | May, 2003   | 5.75   | 7.46  | 37.06     | 1.13 | 12848    | 70.75 | 5.09 | 1.69 | 8.12  | 7.92     | 1.20   | 75.07  | 5.40   | 1.79   | 8.62   | 13632      | 39.32        | 14805   |
| W/R      | 27929.48  | May, 2003   | 5.22   | 7.07  | 37.53     | 1.18 | 13068    | 71.66 | 5.15 | 1.74 | 7.98  | 7.46     | 1.24   | 75.61  | 5.43   | 1.84   | 8.42   | 13788      | 39.60        | 14900   |
| Andalex  | 75816.66  | June, 2003  | 5.02   | 9.92  | 39.04     | 0.58 | 12186    | 68.01 | 4.65 | 1.54 | 10.29 | 10.44    | 0.61   | 71.60  | 4.90   | 1.62   | 10.83  | 12830      | 41.10        | 14326   |
| Arch     | 81771.33  | June, 2003  | 6.04   | 11.37 | 37.26     | 0.56 | 11879    | 65.98 | 4.63 | 1.47 | 9.95  | 12.10    | 0.60   | 70.22  | 4.93   | 1.56   | 10.59  | 12643      | 39.65        | 14383   |
| Coastal  | 18367.60  | June, 2003  | 4.86   | 12.22 | 37.24     | 0.66 | 11990    | 66.51 | 4.72 | 1.55 | 9.49  | 12.84    | 0.69   | 69.91  | 4.96   | 1.63   | 9.97   | 12602      | 39.14        | 14458   |
| Consol   | 9392.00   | June, 2003  | 5.11   | 7.85  | 37.84     | 0.75 | 12728    | 70.57 | 4.79 | 1.40 | 9.53  | 8.27     | 0.79   | 74.37  | 5.05   | 1.48   | 10.04  | 13413      | 39.88        | 14622   |
| Sufco    | 203480.86 | June, 2003  | 8.18   | 11.01 | 37.87     | 0.55 | 11329    | 63.53 | 4.37 | 1.24 | 11.12 | 11.99    | 0.60   | 69.19  | 4.76   | 1.35   | 12.11  | 12338      | 41.24        | 14019   |
| W/R      | 46307.16  | June, 2003  | 4.60   | 7.13  | 38.52     | 1.24 | 13058    | 72.00 | 4.96 | 1.74 | 8.34  | 7.47     | 1.30   | 75.47  | 5.20   | 1.82   | 8.74   | 13688      | 40.38        | 14793   |
| W/R      | 28738.08  | June, 2003  | 4.81   | 7.47  | 38.29     | 1.21 | 12999    | 71.80 | 4.82 | 1.74 | 8.15  | 7.85     | 1.27   | 75.43  | 5.06   | 1.83   | 8.56   | 13656      | 40.23        | 14819   |
| Andalex  | 47864.54  | July, 2003  | 5.73   | 9.13  | 38.50     | 0.60 | 12225    | 68.06 | 4.69 | 1.52 | 10.27 | 9.69     | 0.64   | 72.20  | 4.97   | 1.61   | 10.89  | 12968      | 40.84        | 14359   |
| Andalex  | 9576.70   | July, 2003  | 6.66   | 8.65  | 38.38     | 0.54 | 12171    | 68.05 | 4.55 | 1.51 | 10.03 | 9.27     | 0.58   | 72.91  | 4.87   | 1.62   | 10.75  | 13039      | 41.12        | 14371   |
| Arch     | 47184.10  | July, 2003  | 5.25   | 11.53 | 37.44     | 0.72 | 12001    | 66.55 | 4.60 | 1.53 | 9.81  | 12.17    | 0.76   | 70.24  | 4.86   | 1.62   | 10.35  | 12666      | 39.51        | 14421   |
| Coastal  | 38189.20  | July, 2003  | 5.49   | 12.69 | 37.56     | 0.61 | 11804    | 65.59 | 4.60 | 1.51 | 9.50  | 13.43    | 0.65   | 69.40  | 4.87   | 1.60   | 10.05  | 12490      | 39.74        | 14428   |
| Consol   | 9528.80   | July, 2003  | 4.77   | 8.47  | 37.86     | 0.76 | 12595    | 70.29 | 4.73 | 1.38 | 9.60  | 8.89     | 0.80   | 73.81  | 4.97   | 1.45   | 10.08  | 13226      | 39.76        | 14517   |
| Genwal   | 47803.18  | July, 2003  | 5.67   | 8.14  | 38.77     | 0.65 | 12650    | 69.63 | 5.07 | 1.58 | 9.25  | 8.63     | 0.69   | 73.82  | 5.38   | 1.67   | 9.81   | 13410      | 41.10        | 14677   |
| Sufco    | 201128.34 | July, 2003  | 8.26   | 11.69 | 35.82     | 0.39 | 11146    | 62.87 | 4.34 | 1.20 | 11.25 | 12.74    | 0.43   | 68.53  | 4.73   | 1.31   | 12.26  | 12150      | 39.05        | 13924   |
| W/R      | 47818.09  | July, 2003  | 4.54   | 8.23  | 37.09     | 1.13 | 12941    | 70.92 | 5.21 | 1.69 | 8.29  | 8.62     | 1.18   | 74.29  | 5.46   | 1.77   | 8.68   | 13556      | 38.85        | 14835   |
| Andalex  | 47892.33  | Aug, 2003   | 5.73   | 9.65  | 38.08     | 0.51 | 12058    | 67.90 | 4.59 | 1.48 | 10.13 | 10.24    | 0.54   | 72.03  | 4.87   | 1.57   | 10.75  | 12791      | 40.39        | 14250   |
| Andalex  | 19091.66  | Aug, 2003   | 5.66   | 8.69  | 38.18     | 0.53 | 12358    | 68.89 | 4.78 | 1.51 | 9.94  | 9.21     | 0.56   | 73.02  | 5.07   | 1.60   | 10.54  | 13099      | 40.47        | 14428   |
| Arch     | 104498.90 | Aug, 2003   | 5.67   | 11.07 | 36.47     | 0.64 | 11939    | 67.12 | 4.73 | 1.57 | 9.21  | 11.74    | 0.68   | 71.15  | 5.01   | 1.66   | 9.76   | 12667      | 38.66        | 14341   |
| Coastal  | 38153.90  | Aug, 2003   | 4.89   | 11.87 | 36.18     | 0.68 | 11952    | 66.09 | 4.57 | 1.56 | 10.34 | 12.48    | 0.71   | 69.49  | 4.81   | 1.64   | 10.87  | 12566      | 38.04        | 14358   |
| Consol   | 9403.80   | Aug, 2003   | 6.77   | 8.82  | 35.46     | 0.78 | 12210    | 68.51 | 4.51 | 1.34 | 9.26  | 9.46     | 0.84   | 73.49  | 4.84   | 1.44   | 9.93   | 13097      | 38.03        | 14465   |
| Genwal   | 38104.70  | Aug, 2003   | 6.41   | 8.54  | 39.01     | 0.61 | 12447    | 67.99 | 5.02 | 1.52 | 9.92  | 9.12     | 0.65   | 72.65  | 5.36   | 1.62   | 10.60  | 13299      | 41.68        | 14634   |
| Sufco    | 200575.89 | Aug, 2003   | 9.21   | 11.19 | 35.83     | 0.44 | 11033    | 62.40 | 4.30 | 1.22 | 11.25 | 12.32    | 0.48   | 68.73  | 4.74   | 1.34   | 12.39  | 12152      | 39.47        | 13859   |
| W/R      | 38247.51  | Aug, 2003   | 5.14   | 8.18  | 37.85     | 1.07 | 12755    | 70.59 | 4.93 | 1.66 | 8.42  | 8.62     | 1.13   | 74.42  | 5.20   | 1.75   | 8.88   | 13446      | 39.90        | 14714   |
| Averages |           |             | 6.16   | 9.62  | 37.50     | 0.71 | 12178.56 | 67.68 | 4.73 | 1.50 | 9.59  | 10.26    | 0.76   | 72.11  | 5.04   | 1.60   | 10.23  | 12974      | 39.97        | 14454   |

**From:** <gary.c.allen@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**CC:** dale.larson@power.alstom.com  
**Date:** 12/20/2010 12:50 PM  
**Subject:** Re: Information for Installation Contract  
**Attachments:** pic19159.pcx

Dear "Bret,

No installation is included in our (Air Preheater Company) supply. You asked for additional contractors and I am only mentioning ALSTOM because ALSTOM Power Inc. (actually AComPower, a division of ALSTOM), in Troutdale, OR is a Construction Services company. They have installed ClearFlow(tm) modifications. I just called Dale Larson (Mike McArthur just retired) and asked Dale to give you a call to answer any questions you may have. I hope that was OK.

Sorry for the confusion.

Gary Allen

(Embedded "Bret Kent" <[Bret-K@ipsc.com](mailto:Bret-K@ipsc.com)>  
image moved 10/02/2003 06:11 AM  
to file:  
pic19159.pcx)

To: Gary C. Allen/USWEL01/Power/ALSTOM@GA  
cc:  
Subject: Re: Information for Installation Contract

Security Level:? Internal

Am I to understand that Alstom is now installing the airheater hardware? When we had talked about installation work previously, you had told me that it would be a separate contractor. That is when we got into the discussion about Irwin.

Is this a recent change or just a miscommunication?

Thanks,

IP7\_022173

~~~~~

Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <[gary.c.allen@power.alstom.com](mailto:gary.c.allen@power.alstom.com)> 10/1/2003 4:26:58 PM >>>

Dear "Bret,

Sorry for the delay. Please see the timeline schedule in the proposal.  
Were getting tight to P.O. required date for delivery in February 2004.  
No  
high pressure, just wanted to bring to your attention.

- 1) Please see drawings sent to you via e-mail from Guy Drake, dated 5/14/03.
- 2) Please see estimated man-hours for air preheater ClearFlow(tm) modifications (1-air heater), dated 5/9/03 which was in proposal from Guy Drake. This was second to last page, just before timeline schedule.
- 3) No Comment.
- 4) Please send a labor RFQ to:

Mr. Mike McArthur  
ALSTOM Power Inc.  
2360 Northwest Marine Drive  
Troutdale, OR 97060

Phone: 503-669-1591

Thanks Bret,

Gary Allen

(Embedded "Bret Kent" <[Bret-K@ipsc.com](mailto:Bret-K@ipsc.com)>  
image moved 09/25/2003 03:15 PM  
to file:  
pic09573.pcx)

To: Gary C. Allen/USWEL01/Power/ALSTOM@GA  
cc:  
Subject: Information for Installation Contract

IP7\_022174



Security Level: Internal

Gary,

Things are moving along smoothly for having an order to you by the 2nd week of October. It will be close...

At the same time I am starting to develop the spec for the installation so we can get it out for bid. With that, any information you can provide would be helpful.

- 1) Arrangement and Assembly Drawings
- 2) Any details on the work need to be completed.
- 3) As you and I have talked before Irwin will not be back onsite for the foreseeable future. We are looking at 3 contractors right now to do this work. Your comments and experience with them would be valuable.

TEI Construction Services, Inc. - Mobile, AL  
Maintenance Enterprises, Inc. - Gardena, CA 90248  
PSF Industries, Inc. - West Jordan, UT

Comments regarding their experience installing your product would be the most interesting to us.

- 4) Any additional contractors you would recommend for the installation.

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

**Bret Kent - Re: CONTRACT/ AIR HEATERS**

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**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Ralph Newberry  
**Date:** 12/20/2010 12:50 PM  
**Subject:** Re: CONTRACT/ AIR HEATERS

---

**Example For Paragraph B:**

If the purchase price of the heating elements (excluding freight) equals 'D'.

and

If the performance testing described in the following paragraph measures the exit gas temperature 'X' degrees F above the performance guarantee as provided by the contractor in Appendix 1.

and

If the performance testing described in the following paragraph measures the air side pressure drop 'Y' Inches W.G. above the performance guarantee as provided by the contractor in Appendix 1.

and

If the performance testing described in the following paragraph measures the gas side pressure drop 'Z' Inch W.G. above the performance guarantee as provided by the contractor in Appendix 1.

Then the Performance Liquidated Damages are calculated as follows:

Performance Liquidated Damages =  $(\$5000 * X) + (0.01 * D * Y) + (0.01 * D * Z)$

or

Performance Liquidated Damages =  $0.10 * D$

**Example For Paragraph C:**

If the purchase price of the heating elements (excluding freight) equals 'D'.

and

If the performance testing described in the following paragraph measures an increase in power consumption of 'E' Kilowatts.

and

8760 hours per year.

Then the Performance Liquidated Damages are calculated as follows:

Performance Liquidated Damages =  $10 * 8760 * \$0.025 * E$

or

Performance Liquidated Damages =  $0.10 * D$

>>> Ralph Newberry 10/20/2003 2:08:42 PM >>>  
IN YOUR COPY:

We will need to do the following so if you can come up with your example and send it to me we will insert it into the main copy.

Div F2, Art 2, para (b) between the first and second sub-paragraphs an example of the formula needs to be inserted so there is no confusion as to how it works.

Also, in Div F2 Art 2, Para (c). an example needs to be inserted between the second and third sub-paragraphs

Thanks,  
Ralph

## Bret Kent - Appendix 2

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Connie Elmer  
**Date:** 12/20/2010 12:50 PM  
**Subject:** Appendix 2

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Appendix 2

# AS RECEIVED COAL SAMPLE ANALYSES - IPSC FUELS LAB

| Mine     | Tonnage   | Month/Yr    | Moist% | Ash%  | Volatile% | S%   | Btu/lb   | C%    | H%   | N%   | O%    | Dry Ash% | Dry S% | Dry C% | Dry H% | Dry N% | Dry O% | Dry Btu/lb | Dry Volatile | MAF BTU |
|----------|-----------|-------------|--------|-------|-----------|------|----------|-------|------|------|-------|----------|--------|--------|--------|--------|--------|------------|--------------|---------|
| Andalex  | 62758.35  | April, 2003 | 6.81   | 9.44  | 36.83     | 0.59 | 11941    | 66.82 | 4.59 | 1.50 | 10.25 | 10.13    | 0.63   | 71.76  | 4.83   | 1.61   | 11.00  | 12614      | 39.62        | 14258   |
| Arch     | 93628.53  | April, 2003 | 6.73   | 11.06 | 36.65     | 0.67 | 11819    | 65.72 | 4.50 | 1.46 | 9.87  | 11.86    | 0.72   | 70.46  | 4.82   | 1.56   | 10.58  | 12672      | 39.29        | 14377   |
| Coastal  | 27663.53  | April, 2003 | 7.26   | 10.85 | 36.81     | 0.60 | 11658    | 65.46 | 4.58 | 1.42 | 9.83  | 11.70    | 0.65   | 70.53  | 4.84   | 1.53   | 10.60  | 12571      | 39.69        | 14237   |
| Genwal   | 28227.46  | April, 2003 | 7.16   | 8.06  | 40.53     | 0.48 | 12451    | 68.33 | 5.05 | 1.49 | 9.43  | 8.68     | 0.52   | 79.60  | 5.44   | 1.60   | 10.16  | 13411      | 43.66        | 14686   |
| Sulco    | 193110.83 | April, 2003 | 9.42   | 10.86 | 37.07     | 0.39 | 11112    | 62.48 | 4.38 | 1.22 | 11.25 | 11.99    | 0.43   | 68.96  | 4.83   | 1.35   | 12.42  | 12268      | 40.93        | 13939   |
| W/R      | 44660.04  | April, 2003 | 1.92   | 7.66  | 37.57     | 1.10 | 12848    | 70.71 | 4.98 | 1.66 | 7.98  | 8.14     | 1.17   | 75.16  | 5.29   | 1.78   | 8.48   | 13656      | 39.93        | 14866   |
| W/R      | 18370.15  | April, 2003 | 5.84   | 8.17  | 37.11     | 1.09 | 12802    | 70.38 | 5.00 | 1.66 | 7.85  | 8.58     | 1.16   | 74.75  | 5.31   | 1.76   | 8.34   | 13596      | 39.41        | 14888   |
| Andalex  | 64932.12  | May, 2003   | 5.65   | 10.07 | 37.27     | 0.60 | 12084    | 67.35 | 4.67 | 1.53 | 10.13 | 10.67    | 0.64   | 71.38  | 4.95   | 1.62   | 10.74  | 12808      | 39.50        | 14338   |
| Arch     | 92943.41  | May, 2003   | 6.49   | 10.82 | 36.38     | 0.56 | 11825    | 66.22 | 4.61 | 1.43 | 9.87  | 11.57    | 0.60   | 70.82  | 4.83   | 1.53   | 10.55  | 12646      | 38.91        | 14301   |
| Coastal  | 26777.20  | May, 2003   | 5.80   | 11.45 | 35.72     | 0.68 | 11978    | 66.95 | 4.57 | 1.53 | 9.03  | 12.15    | 0.72   | 71.07  | 4.85   | 1.62   | 9.59   | 12715      | 37.82        | 14474   |
| Genwal   | 27501.08  | May, 2003   | 6.95   | 8.50  | 39.04     | 0.67 | 12427    | 68.41 | 5.11 | 1.55 | 8.80  | 9.14     | 0.72   | 73.62  | 5.49   | 1.67   | 9.46   | 13355      | 41.86        | 14698   |
| Sulco    | 198613.18 | May, 2003   | 8.37   | 11.06 | 37.57     | 0.39 | 11292    | 63.11 | 4.58 | 1.24 | 11.25 | 12.07    | 0.43   | 68.87  | 5.00   | 1.35   | 12.28  | 12324      | 41.00        | 14016   |
| W/R      | 47278.20  | May, 2003   | 5.75   | 7.46  | 37.06     | 1.13 | 12848    | 70.75 | 5.09 | 1.69 | 8.12  | 7.92     | 1.20   | 75.07  | 5.40   | 1.79   | 8.62   | 13632      | 39.32        | 14805   |
| W/R      | 27929.43  | May, 2003   | 5.22   | 7.07  | 37.53     | 1.18 | 13068    | 71.66 | 5.15 | 1.74 | 7.98  | 7.46     | 1.24   | 75.61  | 5.43   | 1.84   | 8.42   | 13788      | 39.60        | 14900   |
| Andalex  | 75618.66  | June, 2003  | 5.02   | 9.92  | 39.04     | 0.58 | 12186    | 68.01 | 4.65 | 1.54 | 10.29 | 10.44    | 0.61   | 71.60  | 4.80   | 1.62   | 10.83  | 12830      | 41.10        | 14326   |
| Arch     | 81771.33  | June, 2003  | 6.04   | 11.37 | 37.26     | 0.56 | 11879    | 65.98 | 4.63 | 1.47 | 9.95  | 12.10    | 0.60   | 70.22  | 4.83   | 1.56   | 10.59  | 12643      | 39.65        | 14383   |
| Coastal  | 10367.60  | June, 2003  | 4.86   | 12.22 | 37.24     | 0.66 | 11990    | 66.51 | 4.72 | 1.55 | 9.49  | 12.64    | 0.69   | 69.91  | 4.86   | 1.63   | 9.97   | 12602      | 39.14        | 14458   |
| Consol   | 9494.00   | June, 2003  | 9.11   | 7.85  | 37.84     | 0.75 | 12728    | 70.57 | 4.79 | 1.40 | 9.53  | 8.27     | 0.79   | 74.37  | 5.05   | 1.48   | 10.04  | 13413      | 39.68        | 14622   |
| Sulco    | 203480.86 | June, 2003  | 8.14   | 11.01 | 37.87     | 0.55 | 11329    | 63.53 | 4.37 | 1.24 | 11.12 | 11.99    | 0.60   | 69.19  | 4.76   | 1.35   | 12.11  | 12338      | 41.24        | 14019   |
| W/R      | 66307.16  | June, 2003  | 4.88   | 7.13  | 38.52     | 1.24 | 13058    | 72.00 | 4.96 | 1.74 | 8.34  | 7.47     | 1.30   | 75.47  | 5.20   | 1.82   | 8.74   | 13688      | 40.38        | 14793   |
| W/R      | 68738.06  | June, 2003  | 4.81   | 7.47  | 38.29     | 1.21 | 12999    | 71.80 | 4.82 | 1.74 | 8.15  | 7.85     | 1.27   | 75.43  | 5.06   | 1.83   | 8.56   | 13656      | 40.23        | 14819   |
| Andalex  | 47564.54  | July, 2003  | 5.73   | 9.13  | 38.50     | 0.60 | 12225    | 68.06 | 4.69 | 1.52 | 10.27 | 9.69     | 0.64   | 72.20  | 4.97   | 1.61   | 10.89  | 12968      | 40.84        | 14359   |
| Andalex  | 9576.70   | July, 2003  | 6.60   | 8.65  | 38.38     | 0.54 | 12171    | 68.05 | 4.55 | 1.51 | 10.03 | 9.27     | 0.58   | 72.91  | 4.87   | 1.62   | 10.75  | 13039      | 41.12        | 14371   |
| Arch     | 47164.10  | July, 2003  | 5.25   | 11.53 | 37.44     | 0.72 | 12001    | 66.55 | 4.60 | 1.53 | 9.81  | 12.17    | 0.76   | 70.24  | 4.86   | 1.62   | 10.35  | 12666      | 39.51        | 14421   |
| Coastal  | 38189.20  | July, 2003  | 5.49   | 12.69 | 37.56     | 0.61 | 11804    | 65.59 | 4.60 | 1.51 | 9.50  | 13.43    | 0.65   | 68.40  | 4.87   | 1.60   | 10.05  | 12490      | 39.74        | 14428   |
| Consol   | 9528.80   | July, 2003  | 4.77   | 8.47  | 37.86     | 0.76 | 12595    | 70.29 | 4.73 | 1.38 | 9.60  | 8.89     | 0.80   | 73.81  | 4.97   | 1.45   | 10.08  | 13226      | 39.76        | 14517   |
| Genwal   | 47803.18  | July, 2003  | 5.87   | 8.14  | 38.77     | 0.65 | 12650    | 69.63 | 5.07 | 1.58 | 9.25  | 8.63     | 0.69   | 73.82  | 5.38   | 1.67   | 9.81   | 13410      | 41.10        | 14677   |
| Sulco    | 201128.31 | July, 2003  | 8.26   | 11.69 | 35.82     | 0.39 | 11146    | 62.87 | 4.34 | 1.20 | 11.25 | 12.74    | 0.43   | 68.53  | 4.73   | 1.31   | 12.26  | 12150      | 39.05        | 13924   |
| W/R      | 47618.09  | July, 2003  | 4.54   | 8.23  | 37.09     | 1.13 | 12941    | 70.92 | 5.21 | 1.69 | 8.29  | 8.62     | 1.18   | 74.29  | 5.46   | 1.77   | 8.68   | 13556      | 38.85        | 14835   |
| Andalex  | 47892.33  | Aug, 2003   | 6.73   | 9.65  | 38.08     | 0.51 | 12058    | 67.90 | 4.59 | 1.48 | 10.13 | 10.24    | 0.54   | 72.03  | 4.87   | 1.57   | 10.75  | 12791      | 40.39        | 14250   |
| Andalex  | 14091.66  | Aug, 2003   | 5.66   | 8.69  | 38.18     | 0.53 | 12358    | 68.89 | 4.78 | 1.51 | 9.94  | 9.21     | 0.56   | 73.02  | 5.07   | 1.60   | 10.54  | 13099      | 40.47        | 14428   |
| Arch     | 104498.90 | Aug, 2003   | 5.67   | 11.07 | 36.47     | 0.64 | 11939    | 67.12 | 4.73 | 1.57 | 9.21  | 11.74    | 0.68   | 71.15  | 5.01   | 1.66   | 9.76   | 12657      | 38.66        | 14341   |
| Coastal  | 38153.90  | Aug, 2003   | 4.69   | 11.87 | 36.18     | 0.68 | 11952    | 66.09 | 4.57 | 1.56 | 10.34 | 12.48    | 0.71   | 69.49  | 4.81   | 1.64   | 10.87  | 12568      | 38.04        | 14358   |
| Consol   | 9403.00   | Aug, 2003   | 5.77   | 8.82  | 35.46     | 0.78 | 12210    | 68.51 | 4.51 | 1.34 | 9.26  | 9.46     | 0.64   | 73.49  | 4.84   | 1.44   | 9.93   | 13097      | 38.03        | 14465   |
| Genwal   | 38184.70  | Aug, 2003   | 5.41   | 8.54  | 39.01     | 0.61 | 12447    | 67.99 | 5.02 | 1.52 | 9.92  | 9.12     | 0.65   | 72.65  | 5.36   | 1.62   | 10.60  | 13299      | 41.68        | 14634   |
| Sulco    | 200575.89 | Aug, 2003   | 8.21   | 11.19 | 35.83     | 0.44 | 11033    | 62.40 | 4.30 | 1.22 | 11.25 | 12.32    | 0.48   | 68.73  | 4.74   | 1.34   | 12.39  | 12152      | 39.47        | 13859   |
| W/R      | 38247.51  | Aug, 2003   | 5.14   | 8.18  | 37.85     | 1.07 | 12755    | 70.59 | 4.93 | 1.66 | 8.42  | 8.62     | 1.13   | 74.42  | 5.20   | 1.75   | 8.88   | 13446      | 39.90        | 14714   |
| Averages |           |             | 6.16   | 9.62  | 37.50     | 0.71 | 12178.56 | 67.68 | 4.73 | 1.50 | 9.59  | 10.26    | 0.76   | 72.11  | 5.04   | 1.60   | 10.23  | 12974      | 39.97        | 14454   |

**From:** <gary.c.allen@power.alstom.com> (Bret Kent)  
**To:** James Nelson  
**CC:** guy.i.drake@power.alstom.com; louis.bondurant@power.alstom.com; timoth...  
**Date:** 12/20/2010 12:50 PM  
**Subject:** IPSC Lynndyl Unit #2 ClearFlow

Dear James,

Confirming our conversation today, we can expect to have the formal RFQ from your Purchasing early next week. Although you shouldn't panic, we have some concerns that any great amount of delay in a P.O. could effect the time schedule to meet your "on site" requirements of end of January 2004. You told me that if a delay of the P.O. would be over a couple of weeks, then you would have your Purchasing issue a Letter Of Intent.

James, the contact person to receive the purchasing RFQ/P.O. etc at the New York office is Mr. Guy Drake. His phone number is (585) 596-2689. Fax is (585) 593-2631. His e-mail address is at the top of this message. As always, please feel free to contact me at any time.

Very Best Regards,

Gary Allen  
Regional Manager

IP7\_022180

**From:** James Nelson<JIM-N@ipsc.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:51 PM  
**Subject:** Fwd: IPSC Lynndyl Unit #2 ClearFlow

I forgot to tell you that Gary called this morning and told me their mfg. cue is filling as we speak. I went to Dennis and got him to agree that if we are unable to issue a p.o. to Alstom by the end of next week, we will issue a letter of intent. The following message from Gary is just confirming our discussion.

>>> <[gary.c.allen@power.alstom.com](mailto:gary.c.allen@power.alstom.com)> 10/24/2003 10:19:40 AM >>>

Dear James,

Confirming our conversation today, we can expect to have the formal RFQ from your Purchasing early next week. Although you shouldn't panic, we have some concerns that any great amount of delay in a P.O. could effect the time schedule to meet your "on site" requirements of end of January 2004. You told me that if a delay of the P.O. would be over a couple of weeks, then you would have your Purchasing issue a Letter Of Intent.

James, the contact person to receive the purchasing RFQ/P.O. etc at the New York office is Mr. Guy Drake. His phone number is (585) 596-2689. Fax is (585) 593-2631. His e-mail address is at the top of this message. As always, please feel free to contact me at any time.

Very Best Regards,

Gary Allen  
Regional Manager

**Bret Kent - IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615**

---

**From:** <guy.i.drake@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:51 PM  
**Subject:** IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

---

Bret,

Please advise if we are understanding the spec correctly. You want us to quote one total price for (4) sets of air preheater mods covering units #1 and 2 at the two separate delivery times?

Also, spec Part F-Division F2-a & c. page F2-2 refers to Part E, Division E2, Article 10 and Article 2. We do not find this in the spec. In the 'C' part what equipment are you referring to that will have amp draw measured?

Please advise. Thanks.

Guy Drake  
Air Preheater Company



**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615**

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** guy.i.drake@power.alstom.com  
**Date:** 12/20/2010 12:51 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615  
**CC:** Connie Elmer; Ralph Newberry

Guy,

That is correct. All SAH's onsite will be modified (4 total). 2 will be done each outage in 2 consecutive years. If materials are not able to be supplied for the 2004 outage, the project will postponed to 2005-2006. That is the reason for the requested escalation percent on the pricing page. 2 separate delivery dates are required.

Part F, Division F2, Article 2, subarticle a, should reference **Part F, Division F3, Article 10, subarticle i.**

Part F, Division F2, Article 2, subarticle c, should reference **Part F, Division F3, Article 2.**

The equipment to have amp draw measured is the drive motor as described in **Part F, Division F3, Article 2.**

"The existing drive train consists of a General Electric, 75 horsepower, frame 365-T motor coupled to a Philadelphia Gear 10 AP - 132:1.1 speed reducer."

We will supply an amended sheet with the corrected references on it. If you can provide a fax number and a mailing address, we will send that out today and followup with a hard copy in the mail.

Sorry for the confusion. I hope this has addressed your concerns. Feel free to contact me with any other questions.

Regards,

~~~~~  
 Bret Kent  
 Intermountain Power Service Corp  
 850 West Brush Wellman Rd  
 Delta, UT 84624

ph. (435) 864-6447  
 fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <guy.i.drake@power.alstom.com> 10/28/2003 10:54:32 AM >>>

Bret,

Please advise if we are understanding the spec correctly. You want us to quote one total price for (4) sets of air preheater mods covering units #1 and 2 at the two separate delivery times?

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Please advise. Thanks.

Guy Drake  
 Air Preheater Company

about:blank

12/20/2010

**IP7\_022183**

## Bret Kent - SAH Installation Spec

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**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Connie Elmer  
**Date:** 12/20/2010 12:51 PM  
**Subject:** SAH Installation Spec  
**CC:** Ralph Newberry

Connie,

Please find attached the Secondary Air Preheater Installation Specification to go with the 4 sets of prints I gave you this morning.

Let me know if you have any questions.

Bret

**LIST OF SUGGESTED BIDDERS**

TEI Construction Services, Inc.  
Attn: Charles A. Steede  
7870 Schillinger  
Park West  
Mobile, AL 36608  
Tel: 251-633-4181  
Fax: 251-633-4158

Maintenance Enterprises, Inc.  
Attn: Mike Simonds  
703 E. Gardena Blvd  
Gardena, CA 90248  
Tel: 310-239-0004  
Fax: 310-329-0006

ALSTOM Power, Inc.  
Jerry Bennett  
2360 Northwest Marine Drive  
Troutdale, OR 97060  
Tel: 503-669-1591  
Fax: 503-669-0710

**PART C - DIVISION C2****BIDDING DOCUMENTS - PROPOSAL SCHEDULE**

Proposal is hereby made to furnish and deliver to IPSC manpower, tools, and consumable material as required for **installation of Alstom Power Ljungstrom® Air Preheater Clearflow™ Rotor Modification Hardware and Heat Transfer Baskets on a total of four (4) Secondary Air Heaters in Units 1&2**, F.O.B. Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, UT, in accordance with **Specifications XXXXX**, and the following:

Bid Submittals: Each bidders shall include the following information with their bid:

- a. Proposed Installation Plan
- b. Proposed Subcontractor List (including contacts, references and phone numbers.) All subcontractors shall be approved by the Contract Administrator prior to mobilization.
- c. Schedule of labor rates for Time and Material Work.

Prices: Bidders shall complete and submit the following pricing schedule. Prices are to be stand-alone, line item pricing unless specified otherwise by the bidder or indicated otherwise within the following line items.

<u>ITEM</u>	<u>BID</u>
Installation of Ljungstrom® Air Preheater Clearflow™ Rotor Modification Hardware and Heat Transfer Baskets for Secondary Air Heaters	\$_____

Cash Terms: A discount for prompt payment is offered of \_\_\_\_\_ percent for Contract payments made within \_\_\_\_\_ calendar days after date of acceptance or delivery and receipt of invoice.

Taxes: The foregoing quoted prices are exclusive of all applicable sales and use taxes.

Form of Business Organization: The bidder shall state below the form of its business organization.

Bidder is: \_\_\_\_\_ (Corporation, Partnership, Limited Partnership, Individual)

If a partnership, the bidder shall state below the names of the partners. If a corporation, the bidder shall state below the names of the president and of the secretary.

\_\_\_\_\_

\_\_\_\_\_

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Person to Contact: Should IPSC desire information concerning this Proposal, please contact:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

**PART D - DIVISION D1****CONTRACT DOCUMENTS**

The documents listed in the Table of Contents, the reference specifications, any documents listed below, and the bidding documents as expressly agreed to by IPSC shall constitute the Contract. Said documents are complementary and require complete and finished work. Anything shown or required of the Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. The Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the Chief Operations Officer, in writing, any such matter discovered. The Chief Operations Officer will then decide or correct the same and the decision will be final.

Drawings: The following drawings are being provided for reference purposes only. They should be considered preliminary. Dimensions on these drawings are not guaranteed by IPSC. Alstom Power Air Preheater Company will supply final drawings 12 weeks prior to the outage.

<u>Drawing Number</u>	<u>Drawing Name</u>
<b>62.3401.05-10038</b>	<b>SAH General Arrangement</b>
<b>62.3401.05-10039</b>	<b>SAH General Arrangement Details</b>
<b>935428</b>	<b>Rotor Assembly</b>
<b>935435</b>	<b>Module Assembly</b>
<b>ALSTOM Sketch</b>	<b>Rotor Modifications</b>
<b>SK-010513</b>	<b>Basket Sealing Bar Installation</b>
<b>78077</b>	<b>Radial Seal Ass'y</b>
<b>99297</b>	<b>EE-ZEE(TM) Bypass Seal Field Ass'y</b>
<b>78075</b>	<b>Axial Seal Assembly</b>

Drawings prepared by the Contractor for this project shall be submitted to the Owner for review prior to commencement of fabrication. This review shall not relieve the successful bidder of sole responsibility for the adequacy and correctness of the associated work. All project drawings shall be stamped by a registered professional engineer, licensed within the state of Utah

**PART F - DIVISION F1**

**DETAILED SPECIFICATIONS - SPECIAL CONDITIONS**

1. General: This specification provides technical information required for providing manpower, tools, and consumable material associated with modification of the Secondary Air Heaters on both Units 1 & 2. Hardware to be installed will be supplied by others.
2. Overall Schedule: The overall planned scope of work for modifications to the Secondary Air Heaters shall begin on February, 28 2004 during the scheduled unit outage. The same work shall be completed on the Unit 1 Secondary Air Heaters during the outage currently scheduled to begin March 5, 2005. Each outages will last for the duration of 28 days. Contractor shall arrive onsite to allow sufficient time for mobilization and staging activities prior to each outage.
12. Liquidated Damages: The Contractor shall be penalized for substandard performance, in delivery and installation, in accordance with the following provisions:
  - a. If the Contractor is not prepared to proceed with the approved Installation Plan at the start of each respective outage, the Contractor shall pay for all costs associated with mobilization and demobilization incurred by the Contractor plus a boiler performance penalty of \$50,000, representing a small fraction of the cost incurred by the Owner.
  - b. For each day, at the start of each respective outage, that the Contractor is unprepared to execute the approved Installation Plan, the Contractor shall be assessed a penalty of \$50,000.00, up to a maximum of 10 days or \$500,000.00 .
  - c. For each day or portion thereof, that the Contractor exceeds the respective 28 day outage end date, the Contractor shall be penalized \$100,000.00. The maximum penalty for extending a single unit outage shall be 10 days or \$1,000,000.00
  - d. The Contractor shall be allowed to avoid one day of penalty associated with exceeding the 28 day outage end date, should such occur, if all materials and equipment are staged at the site in accordance with the approved Installation Plan, at least one week prior to the outage start date.
11. Typical Site Weather Conditions:

The average daily temperature at the plant site is 90°F in summer and 45°F in winter. During winter it is common for the temperature to stay below 10°F for up to two (2) weeks. Winter snow is a common occurrence and can stay on the ground for extended periods. The airheaters are located indoors but are open to ambient conditions during outages. The Contractor shall come prepared for temperature extremes.

## **PART F - DETAILED SPECIFICATIONS**

### **DIVISION F2 - DETAILED REQUIREMENTS**

1. **General:** This specification provides technical information required for providing manpower, tools, and consumable material associated with modification of the Secondary Air Heaters on both Units 1 & 2. Hardware to be installed will be supplied by others.

A primary focus of this contract shall be the optimization of the work to occur during Unit offline hours. Detailed planning of the contract work scope shall include a level of redundancy in consumable materials, equipment and manpower to ensure that guaranteed schedules are achieved.

2. **Unit Description:** IPSC consists of two (2) sister units each operating two, 33-1/2-VI-64 parallel Lungstrom/CE Secondary Air Heaters and two, 24-1/2-VI-44 parallel Lungstrom/CE Primary Air Heaters. The two units have experienced several uprates from their original full load output of 840MWg. The current full load design rating of both units is 950MWg. Site elevation is 4700 feet above sea level.

Only the Secondary Air Preheaters will be modified with these specifications.

The existing secondary air heaters consist of a three layer design as follows:

- Hot End Layer.....#22 Ga. 'DL' 36" depth low alloy/CR
- Hot Intermediate Layer.....#22 Ga. 'DL' 16" depth low alloy/CR
- Cold End Layer.....#18 Ga. NF-6 12" depth low alloy/CR

The existing drive train consists of a General Electric, 75 H.P., Frame 365-T motor coupled to a Philadelphia Gear 10 AP - 132:1.1 speed reducer. The fluid coupling provided and installed as original equipment at the motor/speed reducer interface is no longer in service. The motors are connected to the speed reducer with conventional, spider couplings. The speed reducers have been retrofitted, since original installation, with pump driven, oil cooler assemblies.

The support bearing consists of a Kingsbury, series 1450 thrust bearing and a SKF, #23244 CJ/C3/W33 radial bearing. The guide bearing consists of an SKF, #23192 radial bearing. The guide bearing lubrication circuits have also been modified for enhanced oil cooling.

3. **Contractor Scope of Work:** This section defines the hardware as it is to be installed by and Work to be completed by the Contractor within these specifications. The scope



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shall include installation of Ljungstrom® Air Preheater Clearflow™ Rotor Modification Hardware and Heat Transfer Baskets as follows:

- a. Cold end stay plate extensions with basket support bars. Total of 144 extensions per air heater rotor.
  - b. Basket Sealing Frames. Total of 168 frames per air preheater.
  - c. Cold end basketed heating elements, with type DL7™ 20 gauge low alloy steel with liners. Total of 336 baskets per layer/air preheater.
  - d. Hot end basketed heating elements, with type DL7™ 22 gauge low alloy steel with liners. Total of 336 baskets per layer/air preheater.
  - e. Complete set of radial, Ee-zee™ bypass, axial, and post seals with holding strips and fasteners.
  - f. Hot and cold end seal clearance gauges for installation into the sector plates. To be located at the sector plate mid-span and outer tip on the hot end sector plates and the outer tip only on the cold end sector plates on all four secondary air heaters. Total of 6 per air preheater.
  - g. General repair and refurbishment of air heater structure. This work will be performed on a Time and Materials basis.
  - h. Provide scaffold, access, and rigging as needed. All scaffold and access hardware shall be OSHA approved structures. The Owner shall be allowed access to scaffold and other access provisions in any areas required. This work will be coordinated through the Contract Administrator or designee in a manner aimed at minimizing contractor schedule impacts.
  - i. Approximately 12 weeks prior to each scheduled outage, the onsite supervisor/superintendent shall travel to the site and participate in a finalization planning meeting for the installation outage.
  - j. The Contractor shall be responsible to maintain his work areas in an organized and safe manner throughout the execution of the Installation Plan. IPSC shall retain the right to assess and require correction of any areas or situations it deems as impacting ongoing operations and maintenance. Waste material produced during a shift shall be disposed of by the end of the following shift. At the conclusion of each outage, the Contractor shall ensure that all work areas associated with this contract are restored, replaced and/or cleaned in a manner similar or better in appearance to that found prior to the outage.
4. Field Service Engineering: IPSC shall provide a Field Service Engineer. The Field Service Engineer shall be contracted through the manufacturing agent providing the air heater hardware. The Field Service Engineer shall provide the following services:

- 
- a. Technical direction to contractor for disassembly, cleaning, inspection, repair, part replacement, reassembly, sector plate assembly, rotor alignment, balancing, etc., of the secondary air heater components.
    - b. Assist IPSC and contractor with overhaul planning, schedule preparation, and schedule updating both before and during the installation outage. Approximately 12 weeks prior to the outage, the Field Service Engineer shall travel to the site and participate in a finalization planning meeting for the installation outage.
    - c. Shall be responsible for inspection and certification of hardware once received onsite.
  5. Schedules: Unit 2 Work is scheduled to begin February 28, 2004, and the Unit 1 Work is scheduled for March 5, 2005. Each outage is scheduled for the duration of 28 days.
    - a. All bidders shall provide a guaranteed installation schedule as part of the proposed Installation Plan submitted with each bid package.
    - b. The proposed Installation Plan shall be developed to ensure completion of all work required for normal operation of the air heaters within a maximum of 26 days.
    - c. Work not requiring the unit to be off-line, such as mobilization, staging, access provision work, demobilization etc. shall be clearly identified on the proposed Installation Plan and can be coordinated outside this outage window, with approval of the Contract Administrator.
    - d. The bidders shall provide a schedule of costs associated with an IPSC scheduled delay of the outage start date in one week increments up to a one month. These costs shall be based on notification from IPSC one (1) month prior to the scheduled outage start dates and a second schedule based on notification from IPSC one (1) week prior to the scheduled outage start dates.
    - e. Unless otherwise noted in these Specifications, IPSC facilities and equipment shall not be used in support of this work. To prevent delays, caused by equipment breakdown, the Contractor shall provide spare tools and equipment at the jobsite in reasonable quantities in anticipation of equipment failures.
  6. Installation: Each bidder shall prepare and provide, with each bid package, a proposed Installation Plan showing project progress on a daily basis beginning with initial equipment delivery and ending with site clean up and exit.
    - a. The proposed Installation Plan, submitted with the bid package, shall be the basis for development of the approved Installation Plan forming a part of the eventual contract governing this work. The approved Installation Plan shall be used as the basis for instituting mid-outage resource corrections and for calculating any penalties associated with completion of the work scope.

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- b. The proposed Installation Plan shall include detailed information regarding each task within the contract scope, including:
- Equipment Mobilization
  - Equipment and Component Staging
  - Manpower Loading Throughout the Contract
  - Existing Equipment Removal
  - New Equipment Installation
  - Material Equipment Removal and Area Clean-up
  - Air Heater Released to Operations - Guaranteed Date
- c. The proposed Installation Plan, to be included as part of the submitted bid, shall include estimates of all required on-site services, with clear identification of each request for service to be provided by IPSC. These estimates shall include power service requirements for running all electrical equipment and compressed air requirements. Authorization for connection to and use of requested power, compressed air or other on-site services must be coordinated and approved by the IPSC Contract Administrator.
- d. At least two (2) months prior to mobilization to the site, the successful bidder shall provide a detailed material 'Laydown Plan' for the estimated 22 flat bed semitractor trailer loads of material. This plan shall be used for coordination of area utilization and access. The Laydown Plan shall address staging and temporary storage requirements for all associated materials and equipment in order to minimize interference with ongoing plant operations and outage work. This plan shall be submitted to and approved by the Contract Administrator prior to receiving any contract materials, equipment or craft personnel on-site for the outage work.
7. Safety: The Contractor agrees it is familiar with the risks of injury associated with the work, has reviewed the work to be performed, inspected the job site with an IPSC representative, and has determined that no unusual or peculiar risk of harm exists with regard to the work to be performed at the job site.

The Contractor further agrees it shall, at all times, provide at the job site a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety, including, but not limited to, Federal and State OSHA, as said regulations relate to the work to be performed under the Contract. Although IPSC assumes no responsibility to oversee or supervise the work, IPSC reserves the right to review safety programs and practices and make recommendations to the Contractor. Any such review or recommendation by IPSC will not increase IPSC's liability or responsibility and shall not relieve the Contractor from providing a safe work environment and complying with legal requirements.

The Contractor shall comply with IPSC's safety and equipment requirements prior to starting work. Worker protective clothing, which includes, but is not limited to, hardhats,

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safety glasses, safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by the Contractor.

Prior to starting work, all of the Contractor's personnel shall attend a safety orientation taught by a representative of IPSC. At the Contractor's option, a supervisor may attend the orientation taught by IPSC, then present the orientation to the remainder of the Contractor's personnel. In this case, a roll shall be given to IPSC which lists each person who received the orientation and the date it was received.

The Contractor shall be responsible to provide and manage an acceptable safety program.

- a. The Contractor shall provide a full-time Safety Representative. The Safety Representative shall act as the point of contact for all safety-related issues, conduct tailgate safety meetings prior to each shift, and may be assigned additional duties.
- b. The Contractor shall provide copies of written safety policies/plans to the Contract Administrator one (1) month prior to beginning work. These include, but are not limited to, Respiratory Protection, Confined Spaces, and Hazard Communication.
- c. Prior to flame cutting or welding in any location, the Contractor shall first obtain a Hot Work Permit. This permit will be coordinated by the Contract Administrator or designee. The permit lists mandatory safety precautions which shall be taken before, during, and after hot work.
- d. The Contractor shall ensure that its employees perform work in accordance with all applicable federal, state, and local safety and health regulations. The IPSC Safety Section personnel will periodically monitor the job site. If violations are noted, they will be reported to the Contractor's onsite Supervisor and the Contract Administrator for appropriate action.
- e. The following table is a list of anticipated safety hazards and personal protective equipment needed in the contract area. This must not be considered a complete listing of all potential hazards. The Contractor shall provide appropriate personal protective equipment to its employees to protect against these hazards and others as they are identified :

Hazard	Needed Safety Equipment
Hazardous noise.	Earplugs and/or muffs.
Toxic fumes and/or vapors from welding, grinding, or solvent type cleaning.	Preparing for proper working atmosphere in and around the boiler requires specific preparation by the contractor.
Head injuries from falling material or bumps.	Hard hats.

Burns from welding and cutting.	Gloves, long sleeve shirts, and welding leathers.
Foot injuries from dropped tools or equipment.	Steel-toed boots.
Eye and face injuries.	Safety glasses and face shields.

8. Quality Assurance/Quality Control:

- a. The Owner reserves full access rights for quality assurance inspections of ongoing work..
- b. The Contractor shall provide, within the proposed Installation Plan, a Quality Control Plan, identifying the procedures and acceptance criteria to govern the work.
- c. The Contractor shall submit certified weld procedures and welder qualification records for each welder employed, to the IPSC Contract Administrator prior to beginning work.
- d. A substandard weld shall be defined as any weld declared substandard in the opinion of the IPSC Contract Administrator or designee. The AWS codes will form the basis of the acceptability determination.
- e. Completed welds shall be smooth and free of undercutting, cavities, depressions, cracks, surface porosity, weld craters, overlaps, and abrupt ridges. All welds shall meet the specifications of the applicable sections of AWS.

9. Available On-Site Services: Unless otherwise arranged, in writing, with the Contract Administrator, on-site services shall be provided in accordance with this section. Services not covered in this section shall be provided by the Contractor.

12. IPSC Provided Facilities: IPSC shall provide the following services at the designated location for use within the Contractor's trailer:

- A single telephone line (Contractor shall arrange with phone company for service)
  - A single fax line (Contractor shall arrange with phone company for service)
  - 120VAC power for trailer lighting/heating.
- a. IPSC will make potable water, compressed air (small volume only), and electricity available at 460V and 120V. Connections to IPSC electric or water systems shall be made only by IPSC employees unless approved otherwise in writing for each specific location. The Contractor shall identify all service connection requirements within the proposed Installation Plan.

- 
- b. The Contractor shall provide enough sanitary facilities for its employees. Contractor employees are prohibited from using the permanent restroom facilities at the site.
  - c. Equipment and material staging requirements shall be clearly detailed within the successful bidders site Laydown Plan submitted to the Contract Administrator at least two months prior to the outage start date. Actual placement of materials and equipment shall be coordinated with the Contract Administrator.
  - d. The Contractor shall maintain a clean work space. The Contractor shall clean the work site at least daily. This includes, but is not limited to, picking up trash, sweeping, and washing the area as necessary, straightening cords and hoses, organizing tools and equipment, and emptying trash receptacles. IPSC will provide trash collection containers (dumpsters) for the Contractor's use, outside the generation building at ground level. IPSC will empty these containers as needed.
  - e. IPSC will provide general fire protection and first aid services. Provisions for local fire extinguishing , such as weld slag induced fires, shall be provided by the Contractor. All workplace injuries shall be reported to the IPSC First Aid Clinic and the Contract Administrator.
  - g. IPSC will not provide office or administrative space or off-site telephone service to the Contractor; however, IPSC will make an on-site telephone line available to the Contractor at a specific, office-trailer-ready location, if requested. The Contractor shall make its own arrangements for "off-site" and long distance phone service.
10. Site Security and Access: The Intermountain Generating Station has an existing fence and security system to restrict access to the site. However, the construction site will not be fenced separate from the rest of the plant site and will therefore be accessible by all those approved for site access. It is the contractors responsibility to protect themselves and their equipment and tools from theft and vandalism as they deem necessary. IPSC will not be responsible for any theft or damage incurred by the contractor.

The Contractor and its employees, agents, representatives, and/or subcontractors, while performing work or services on IPSC premises, shall fully comply with all fire prevention, security, and safety rules in force at IPSC. The Contractor and its employees, agents, representatives, and/or subcontractors personnel and vehicles are subject to a random inspection of his/her person and/or vehicle upon entering, working on, and departing the plant site.

The Contractor will be directed to specified areas for parking vehicles and equipment by the Contract Administrator. Certain areas of the IPSC plant site are restricted to IPSC vehicles only. Exceptions to the parking restriction will be made on an as needed basis through the Contractor's respective Contract Administrator. The Contractor shall make its employees, agents, representatives, and/or subcontractors aware of all areas that are subject to restricted parking.

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- a. Only vehicles owned and insured by the Contractor or an approved sub-contractor will be allowed inside the plant fence perimeter. All other contractor employees shall park their vehicles outside the fence perimeter at Guard Post #1 located southwest of Unit 2. The contractor shall be responsible for transport of the employees to and from Guard Post #1 and the jobsite. The contractor shall not use the back of trucks for employee transport.
  - b. All contractor employees will be given security badges by the owner and those badges shall be displayed each day to gain admittance to the plant site. All security badges shall be returned to the security contractor when the employee terminates their work at this site. All contractor vehicles will also receive parking stickers from the security contractor allowing entrance to the plant site. Temporary badges and parking stickers are available for intermittent contractor employees and vehicles.

11. Handling and Storing:

- a. Handling: Once the IPSC provided materials have been received onsite by the Field Service Engineer and all damage noted the material shall be turned over to the contractor. At that time the Contractor shall be responsible for any damage to equipment and materials until final acceptance of the work.
- b. Storage: All equipment, materials, and supplies not immediately incorporated in the work shall be placed in storage. Storage areas will be allocated and assigned by the Project Manager but, will be in general area of the work. The storage areas shall be kept clean and orderly at all times.

**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615**

---

**From:** <guy.i.drake@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

Bret,

Our fax number is (585) 596-2631 attention Mr. Timothy J. McNulty, Manager Project Development. Thanks for your help.

Guy Drake  
 APC



**Bret Kent <Bret-K@ipsc.com>**

10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <CONNIE-E@ipsc.com>, Ralph Newberry <RALPH-N@ipsc.com>  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

**Security Level:?** Internal

Guy,

That is correct. All SAH's onsite will be modified (4 total). 2 will be done each outage in 2 consecutive years. If materials are not able to be supplied for the 2004 outage, the project will postponed to 2005-2006. That is the reason for the requested escalation percent on the pricing page. 2 separate delivery dates are required.

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Part F, Division F2, Article 2, subarticle c, should reference **Part F, Division F3, Article 2.**

The equipment to have amp draw measured is the drive motor as described in **Part F, Division F3, Article 2.**



"The existing drive train consists of a General Electric, 75 horsepower, frame 365-T motor coupled to a Philadelphia Gear 10 AP - 132:1.1 speed reducer."

We will supply an amended sheet with the corrected references on it. If you can provide a fax number and a mailing address, we will send that out today and followup with a hard copy in the mail.

Sorry for the confusion. I hope this has addressed your concerns. Feel free to contact me with any other questions.

Regards,

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <guy.i.drake@power.alstom.com> 10/28/2003 10:54:32 AM >>>

Bret,

Please advise if we are understanding the spec correctly. You want us to quote one total price for (4) sets of air preheater mods covering units #1 and 2 at the two separate delivery times?

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Please advise. Thanks.

Guy Drake  
Air Preheater Company

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**To:** Connie Elmer  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Fwd: Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

---

Fax number to send the revised sheet to.

Thanks,

Bret

>>> <guy.i.drake@power.alstom.com> 10/28/2003 11:47:57 AM >>>

Bret,

Our fax number is (585) 596-2631 attention Mr. Timothy J. McNulty, Manager Project Development. Thanks for your help.

Guy Drake  
APC



**Bret Kent <Bret-K@ipsc.com>**

10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <CONNIE-E@ipsc.com>, Ralph Newberry <RALPH-N@ipsc.com>  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

**Security Level:?** Internal

Guy,

That is correct. All SAH's onsite will be modified (4 total). 2 will be done each outage in 2 consecutive years. If materials are not able to be supplied for the 2004 outage, the project will be postponed to 2005-2006. That is the reason for the requested escalation percent on the pricing page. 2 separate delivery dates are required.

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"The existing drive train consists of a General Electric, 75 horsepower, frame 365-T motor coupled to a Philadelphia Gear 10 AP - 132:1.1 speed reducer."

We will supply an amended sheet with the corrected references on it. If you can provide a fax number and a mailing address, we will send that out today and followup with a hard copy in the mail.

Sorry for the confusion. I hope this has addressed your concerns. Feel free to contact me with any other questions.

Regards,

~~~~~  
Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <guy.i.drake@power.alstom.com> 10/28/2003 10:54:32 AM >>>

Bret,

Please advise if we are understanding the spec correctly. You want us to quote one total price for (4) sets of air preheater mods covering units #1 and 2 at the two separate delivery times?

Also, spec Part F-Division F2-a & c. page F2-2 refers to Part E, Division E2, Article 10 and Article 2. We do not find this in the spec. In the 'C' part what equipment are you referring to that will have amp draw measured?

Please advise. Thanks.

Guy Drake  
Air Preheater Company

**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615**

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** guy.i.drake@power.alstom.com  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615  
**CC:** Gary Allen

Guy,

Gary Allen and my boss, James Nelson talked last week about the possibility of providing a letter of intent should there be a delay of more than a couple of weeks in getting a PO to you. Now that you have had the Specifications in hand for a couple of days, is there anything in it that would suggest (on your end) that getting a signed contract will be a drawn out process?

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 850 West Brush Wellman Rd  
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ph. (435) 864-6447  
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>>> <guy.i.drake@power.alstom.com> 10/28/2003 11:47:57 AM >>>

Bret,

Our fax number is (585) 596-2631 attention Mr. Timothy J. McNulty, Manager Project Development. Thanks for your help.

Guy Drake  
 APC



**Bret Kent <Bret-K@ipsc.com>**

10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <CONNIE-E@ipsc.com>, Ralph Newberry <RALPH-N@ipsc.com>  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

Security Level:? Internal

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Bret Kent  
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Please advise. Thanks.

Guy Drake  
Air Preheater Company

**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100**

---

**From:** <guy.i.drake@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100  
**CC:** gary.c.allen@power.alstom.com

---

Bret,

In order to have a shot at meeting the first on-site date of 2/1/04 we will require an order by 11/7 or sooner. Based on this alone I believe you should look at a letter of intent. Also, there are some minor spec issues that will need to be addressed. If acceptable, we could email the proposal out and follow-up with the mail?

Thanks,

Guy Drake  
APC



**Bret Kent <Bret-K@ipsc.com>**

10/29/2003 09:42 AM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Gary C. Allen/USWEL01/Power/ALSTOM@GA  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

**Security Level:?** Internal

Guy,

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If you have any questions, please feel free to give me a call.

about:blank

12/20/2010

**IP7\_022205**

Thanks,

~~~~~

Bret Kent  
Intermountain Power Service Corp  
850 West Brush Wellman Rd  
Delta, UT 84624

ph. (435) 864-6447  
fx. (435) 864-0747  
[bret-k@ipsc.com](mailto:bret-k@ipsc.com)  
<http://www.intermountainpower.com/>

>>> <guy.i.drake@power.alstom.com> 10/28/2003 11:47:57 AM >>>

Bret,

Our fax number is (585) 596-2631 attention Mr. Timothy J. McNulty, Manager Project Development. Thanks for your help.

Guy Drake  
APC

[IMAGE] **Bret Kent** <Bret-K@ipsc.com>  
10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <CONNIE-E@ipsc.com>, Ralph Newberry <RALPH-N@ipsc.com>  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

**Security Level:?** Internal

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That is correct. All SAH's onsite will be modified (4 total). 2 will be done each outage in 2 consecutive years. If materials are not able to be supplied for the 2004 outage, the project will be postponed to 2005-2006. That is the reason for the requested escalation percent on the pricing page. 2 separate delivery dates are required.

about:blank

12/20/2010

**IP7\_022206**



Part F, Division F2, Article 2, subarticle a, should reference **Part F, Division F3, Article 10, subarticle i.**

Part F, Division F2, Article 2, subarticle c, should reference **Part F, Division F3, Article 2.**

The equipment to have amp draw measured is the drive motor as described in **Part F, Division F3, Article 2.**

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Sorry for the confusion. I hope this has addressed your concerns. Feel free to contact me with any other questions.

Regards,

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>>> <guy.i.drake@power.alstom.com> 10/28/2003 10:54:32 AM >>>

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Please advise. Thanks.

Guy Drake

about:blank

12/20/2010

**IP7\_022207**

Air Preheater Company



**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100**

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** guy.i.drake@power.alstom.com  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100  
**CC:** gary.c.allen@power.alstom.com

---

Emailing the proposal would be acceptable. Follow up with signed yellow sheets as required in the specifications. Please copy Ralph Newberry ([RALPH-N@ipsc.com](mailto:RALPH-N@ipsc.com)) on the proposal. We will get a letter of intent to you by Nov 7. Should it be addressed to you? Please provide name and mailing address.

Thanks,

Bret Kent

>>> <guy.i.drake@power.alstom.com> 10/29/2003 9:18:51 AM >>>

Bret,

In order to have a shot at meeting the first on-site date of 2/1/04 we will require an order by 11/7 or sooner. Based on this alone I believe you should look at a letter of intent. Also, there are some minor spec issues that will need to be addressed. If acceptable, we could email the proposal out and follow-up with the mail?

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Guy Drake  
 APC



**Bret Kent <Bret-K@ipsc.com>**

10/29/2003 09:42 AM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Gary C. Allen/USWEL01/Power/ALSTOM@GA  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

**Security Level:?** Internal

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>>> <guy.i.drake@power.alstom.com> 10/28/2003 11:47:57 AM >>>

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Guy Drake  
APC

[IMAGE] **Bret Kent** <Bret-K@ipsc.com>  
10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <CONNIE-E@ipsc.com>, Ralph Newberry <RALPH-N@ipsc.com>  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

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Please advise. Thanks.

Guy Drake



Air Preheater Company

**Bret Kent - Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100**

---

**From:** <guy.i.drake@power.alstom.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:52 PM  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100  
**CC:** gary.c.allen@power.alstom.com

---

Thanks Bret, I plan on having the proposal out today or tomorrow latest and will email & mail it.

Our mailing address:

Alstom Power Inc.  
Air Preheater Company  
3020 Truax Road  
PO Box 372  
Wellsville, NY 14895

Attn: Timothy J. McNulty  
Manager, Project Development

Guy Drake  
APC



**Bret Kent <Bret-K@ipsc.com>**

10/29/2003 11:38 AM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Gary C. Allen/USWEL01/Power/ALSTOM@GA  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615, LAP-4100

**Security Level:?** Internal

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Thanks,

Bret Kent

about:blank

12/20/2010

**IP7\_022213**

>>> <guy.i.drake@power.alstom.com> 10/29/2003 9:18:51 AM >>>

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In order to have a shot at meeting the first on-site date of 2/1/04 we will require an order by 11/7 or sooner. Based on this alone I believe you should look at a letter of intent. Also, there are some minor spec issues that will need to be addressed. If acceptable, we could email the proposal out and follow-up with the mail?

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Guy Drake  
APC

[IMAGE] **Bret Kent** <Bret-K@ipsc.com>  
10/29/2003 09:42 AM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Gary C. Allen/USWEL01/Power/ALSTOM@GA  
**Subject:** Re: IPSC Lynndyl Unit #2 Air preheater Mod -IPSC Spec 45615

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Bret Kent



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10/28/2003 01:40 PM

**To:** Guy I. Drake/USWEL01/Power/ALSTOM@GA  
**cc:** Connie Elmer <[CONNIE-E@ipsc.com](mailto:CONNIE-E@ipsc.com)>, Ralph Newberry <[RALPH-N@ipsc.com](mailto:RALPH-N@ipsc.com)>  
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about:blank

12/20/2010

**IP7\_022215**

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Please advise. Thanks.

Guy Drake

Air Preheater Company [IMAGE]



**Bret Kent - IPSC Spec 45615 LAP-4098/4100 Proposal 3GS-1034B**

---

**From:** <guy.i.drake@power.alstom.com> (Bret Kent)  
**To:** Bret-K@ipsc.com  
**Date:** 12/20/2010 12:53 PM  
**Subject:** IPSC Spec 45615 LAP-4098/4100 Proposal 3GS-1034B  
**CC:** Ralph-N@ipsc.com; gary.c.allen@power.alstom.com

Bret,

Attached is our proposal which has been put in the mail also.

Please note if you issue a letter of intent and we start work we would need to be compensated for it. The LOI should read something like "We (IPSC) hereby issue this letter of Intent to award to Alstom Power Inc. Air Preheater Company and authorize Air Preheater Company to proceed on the basis of Air Preheater Company's proposal 3GS-1034B, based on Air Preheaters T&C's stated therein. IPSC agrees that the final negotiated terms and conditions shall apply from execution date forward, and that all work performed by Air Preheater Company prior to that date shall have been executed under Air Preheater's T&C's and in accordance with Air Preheater's proposal and payment schedules".

We just need to be covered so we can order materials right away. Thank you.

Guy Drake  
Project Manager  
APC

**From:** Bret Kent  
**To:** Bret Kent; James Nelson; Jerry Hintze; JillGriffiths  
**Start:** 10/29/2003  
**Due:** 12/20/2010  
**Subject:** SAH Letter of Intent

Letter of Intent from George Cross to Alstom to insure delivery of material by Feb 1.

Letter is found in:

E:\DRAWINGS\Current\Projects\IGS03\IGS03-02 Air Heater Element Replacement\8.Procurement\Letter of Intent.wpd

**Bret Kent - Re: IPSC Spec 45615 LAP-4098/4100 Proposal 3GS-1034B**

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** guy.i.drake@power.alstom.com  
**Date:** 12/20/2010 12:53 PM  
**Subject:** Re: IPSC Spec 45615 LAP-4098/4100 Proposal 3GS-1034B  
**CC:** Ralph Newberry; gary.c.allen@power.alstom.com

---

Guy,

We have just started reviewing your proposal. One item that really got our attention was the price jump.

Please provide explanation for approximate 10% cost increase for ClearFlow mods. \$2,459,250 vs. \$2,245,400.

Thanks,

Bret

>>> <guy.i.drake@power.alstom.com> 10/29/2003 2:57:41 PM >>>

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We just need to be covered so we can order materials right away. Thank you.

Guy Drake  
Project Manager  
APC

## Bret Kent - Copy of contract 04-45615

---

**From:** Bret Kent<Bret-K@ipsc.com> (Bret Kent)  
**To:** Connie Elmer  
**Date:** 12/20/2010 12:53 PM  
**Subject:** Copy of contract 04-45615

---

Connie,

Could you print me out a copy, or email me a copy of 45615? I need it to review exceptions from Alstom.

Thanks,

Bret

**From:** Connie Elmer<CONNIE-E@ipsc.com> (Bret Kent)  
**To:** Bret Kent  
**Date:** 12/20/2010 12:53 PM  
**Subject:** SPECIFICATIONS 45615  
**Attachments:** Just Specs.wpd

**TABLE OF CONTENTS**

**SPECIFICATIONS**

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C		<u>Bidding Documents</u>	
	C1	Proposal	C1-1
	C2	Proposal Schedule	C2-1 thru C2-2
D	D1	Contract Documents Description	D1-1
E	E1	General Conditions	E1-1 thru E1-8
	E2	Additional General Conditions	E2-1 thru E2-2
F		<u>Detailed Specifications</u>	
	F1	Special Conditions	F1-1 thru F1-6
	F2	Detailed Requirements	F2-1 thru F2-3
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Appendix 1

Appendix 2



**PART A - DIVISION A1**

**NOTICE INVITING PROPOSALS**

The Intermountain Power Service Corporation (IPSC) invites sealed bids for furnishing and delivering **Materials and Technical Support for Secondary Air Preheater Element Replacement Hardware** in accordance with **Specifications 45615**, available in the Purchasing Section, Intermountain Power Service Corporation (IPSC), 850 West Brush Wellman Road, Delta, Utah 84624-9546.

Proposals shall be submitted on IPSC's bidding forms. All Proposals shall be filed with the Buyer at the above address on or before **November 3, 2003**.

Proposals shall be subject to acceptance within, and irrevocable for, a period of ninety (90) calendar days after date of bid opening.

IPSC reserves the right to reject any and all Proposals.

In the performance of any contract awarded, the bidder shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, or physical disability.

Dated:

Ralph Newberry, C.P.M., Senior Buyer  
Intermountain Power Service Corporation

**PART B - DIVISION B1**

**INSTRUCTIONS TO BIDDERS**

1. Form, Signature, and Delivery of the Proposals: The bidder's Proposal shall be made on the yellow copy of the Bidding Documents. The Specifications printed on white paper shall be retained by the bidder.

The bidder's name, address, and the date shall be stated in the Proposal. The Proposal shall be signed by the person authorized to bind the bidder.

The Proposal shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the bidder. The envelope shall bear the words "Proposal for," followed by the Specification Number, the title of the Specifications, and the date and hour of bid opening.

If the Proposal is mailed, it shall be addressed as follows:

Purchasing Section  
Intermountain Power Service Corporation  
850 West Brush Wellman Road  
Delta, UT 84624-9546

If the Proposal is sent by messenger, it shall be delivered to the Administration Building, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, Utah.

2. Interpretations and Addenda: Should a bidder find discrepancies or omissions in the plans, specifications, or other documents, or should there be doubt as to their true meaning, the bidder shall submit to the Buyer a written request for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be delivered to the Buyer marked "Request for Interpretation" and must be received by the Buyer in time to permit a reasonable response before the date of bid opening. Any interpretation of or change in the documents will be made only by addendum issued to each person to whom Specifications have been issued and will become a part of any contract awarded. IPSC will not be responsible for or bound by any other explanations or interpretations.
3. Correspondence: All inquiries or correspondence to IPSC prior to Award of Contract shall be addressed to the Buyer.
4. Changes or Alternatives: The bidder shall not change any wording in the documents. Any explanations or alternatives offered shall be submitted in a letter attached to the front of the Bidding Documents. Alternatives which do not substantially comply with IPSC's Specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the Proposal. Bids offered subject to conditions or limitations may be rejected.

5. Specified Materials or Equivalent: Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, of a manufacturer, such wording is used for the purpose of describing the material or process, fixing the standard of quality required, and shall be deemed to be followed by the words "or equivalent." The bidder may offer any material or process which shall be the equivalent of that so specified, but the bidder must identify the equivalent offered.
6. Language: Everything submitted by the bidder shall be written in the English language.
7. Sales or Use Taxes: Prices quoted by the bidder shall not include any applicable sales or use taxes or Federal Excise Taxes.
8. Duties: Prices quoted by the bidder shall include all applicable duties.
9. Award of Contract: Award of Contract will be made to the lowest and best, regular responsible bidder. The determination as to which is the lowest and best, regular responsible bidder may be made on the basis of the lowest ultimate cost of the services, materials, equipment, or other Work in place and use. The right is reserved to reject any or all Proposals.

Within thirty (30) calendar days after the date of Award of Contract, the successful bidder shall sign the Contract supplied by IPSC. The Contract will be effective upon execution by IPSC. Award of Contract is subject to execution of IPSC's form of Contract Agreement and other Contract Documents.

**PART C - DIVISION C1**

**BIDDING DOCUMENTS - PROPOSAL**

The undersigned hereby proposes to furnish and deliver **Material and Technical Support for Secondary Air Preheater Element Replacement Hardware** to the Intermountain Power Service Corporation in accordance with **Specifications 45615**.

The undersigned agrees, upon the acceptance of this Proposal: (a) to execute IPSC's form of Contract (including the Contract Agreement and other Contract Documents identified in said Specifications) for furnishing and delivering the items and services embraced in the accepted Proposal, and (b) to perform its obligations under the Contract at the prices stated in the accompanying Proposal Schedule.

The undersigned declares under penalty of perjury that this Proposal is genuine, is not a sham or collusive, and is not made in the interest or in behalf of any person or entity not herein named. The undersigned further declares under penalty of perjury that the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm, or corporation to refrain from bidding. The undersigned also declares under penalty of perjury that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

I declare under penalty of perjury under the laws of the state of Utah that the foregoing is true and correct.

Date: \_\_\_\_\_, 20

Bidder:

Address:

Signed By: \_\_\_\_\_  
(Authorized Signature)

Print Name:

Title:

**PART C - DIVISION C2**

**BIDDING DOCUMENTS - PROPOSAL SCHEDULE**

Proposal is hereby made to furnish and deliver to IPSC **Material and Technical Support for Secondary Air Preheater Element Replacement Hardware** F.O.B. Delta, Utah in accordance with **Specifications 45615**, the following:

Firm Fixed Price Based on Current Budget Year 2004-2005	\$
Escalation Percentage if Project is Postponed Until Budget Year 2005-2006	%
Escalation Percentage if Project is Postponed Until Budget Year 2006-2007	%

Prices: The price or prices shall be firm.

Cash Terms: A discount for prompt payment is offered of \_\_\_\_\_ percent for Contract payments made within \_\_\_\_\_ calendar days after date of acceptance or delivery and receipt of invoice.

Taxes: The foregoing quoted prices are exclusive of all applicable sales and use taxes.

Form of Business Organization: The bidder shall state below the form of its business organization.

Bidder is a: \_\_\_\_\_, organized under the laws of the state of \_\_\_\_\_.  
(Corporation, Partnership, Limited Partnership, Individual)

If a partnership, the bidder shall state below the names of the partners. If a corporation, the bidder shall state below the names of the president and of the secretary.

DIVISION C2

PROPOSAL SCHEDULE

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Person to Contact: Should IPSC desire information concerning this Proposal, please contact:

Name:

Telephone No:

Address:

(If different, the address of bidder's chief executive office is:)

**PART D - DIVISION D1**

**CONTRACT DOCUMENTS DESCRIPTION**

The Contract Agreement, together with the documents listed in Article 3 thereof, the Reference Specifications, any other documents listed below, and such of Contractor's Proposal documents as are expressly agreed to by IPSC shall constitute the Contract (the Contract). Said Documents are complementary and require complete and finished Work. Anything shown or required of Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the President and Chief Operations Officer, in writing, any such matter discovered. The President and Chief Operations Officer will then decide or correct the same and the decision will be final.

**PART E - DIVISION E1**

**GENERAL CONDITIONS**

1. **Definitions:** The following words shall have the following meanings:
  - a. **Bidder:** The person, firm, or corporation adopting and submitting a Proposal under these Specifications.
  - b. **Buyer:** The Purchasing Agent for IPSC.
  - c. **Contract Administrator:** The IPSC employee designated by the President and Chief Operations Officer with primary responsibility for administration of the Contract, or other representatives designated by the Contract Administrator acting within the limits of their authority.
  - d. **Contractor:** The person, firm, or corporation to whom the Contract is awarded.
  - e. **Directed, Required, Approved, etc.:** The words *directed, required, approved, permitted, ordered, designated, prescribed, instructed, acceptable, accepted, satisfactory*, or similar words shall refer to actions, expressions, and prerogatives of the Contract Administrator unless otherwise expressly stated.
  - f. **Gallon:** Liquid volume of 231 cubic inches at 60 degrees Fahrenheit.
  - g. **IGS:** Intermountain Generating Station located at 850 West Brush Wellman Road, Delta, Utah 84624.
  - h. **IPA:** Intermountain Power Agency, the owner of Intermountain Power Project, and a political subdivision of the state of Utah, organized and existing under the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.
  - i. **IPP:** Intermountain Power Project, consisting of Intermountain Generating Station, Intermountain Railcar, Intermountain Converter Station, Adelanto Converter Station, Intermountain AC Switchyard and associated transmission lines, microwave stations, and support facilities.
  - j. **IPSC:** Intermountain Power Service Corporation, a nonprofit corporation, furnishing personnel to support the Operating Agent in the performance of operation and maintenance.



## DIVISION E1

GENERAL CONDITIONS

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- k. Operating Agent, or LADWP: The City of Los Angeles Department of Water and Power which is responsible for operation and maintenance for IPA.
  - l. President and Chief Operations Officer: The President and Chief Operations Officer of IPSC, or other representatives designated by the President and Chief Operations Officer acting within the limits of their authority.
  - m. Reference Specifications: Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in these Specifications. These refer to the latest edition, including amendments published and in effect at the date of the Invitation for Proposal, unless specifically referred to by edition, volume, or date. Unless the context otherwise requires, Reference Specifications also include all amendments published or adopted after the date of the Invitation for Proposal.
  - n. Subcontractor: A person, firm, or corporation, other than Contractor and employees thereof, who supplies labor, services or materials for a portion of the Work to be performed by Contractor under the Contract.
  - o. Ton: The short ton of 2,000 pounds.
  - p. Work: The services, materials, equipment, and other performance identified in these Specifications and other Contract Documents to be provided by Contractor.
2. Materials and Work: All Work shall comply with these Specifications. All materials used or supplied, and all equipment furnished, shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All Work shall be done by qualified workers in a thorough and workmanlike manner that would pass without objection in both Contractor's trade and IPA's and IPSC's industry. Materials, equipment, workmanship, and other Work not definitely specified, but incidental to and necessary for the Work, shall conform to the best commercial practice for the type of Work in question and be of a quality that passes without objection in Contractor's trade and IPA's and IPSC's industry.
3. Nondiscrimination: The applicable provisions of Executive Order No. 11246 of September 24, 1965, and Bureau of Land Management regulations, and all other applicable governmental regulations pertaining to nondiscrimination in employment in the performance of contracts, are incorporated herein by reference, and made a part hereof as if they were fully set forth herein. During the performance of the Contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion,

## DIVISION E1

GENERAL CONDITIONS

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national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under or pursuant to the Contract shall contain a like nondiscrimination provision.

4. Governing Law; Venue: The Contract shall be governed by the substantive laws of the state of Utah, regardless of any rules on conflicts of laws or choice of law that would otherwise cause a court to apply the laws of any other state or jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of the Contract, or concerning any tort in relation to the Contract or incidental to performance under the Contract, shall be filed only in the state or federal courts located in the state of Utah.
5. Patents and Intellectual Property: Contractor shall fully indemnify and, at the election of IPA, defend IPA, IPSC, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, drawings, or specifications provided under the Contract, or by reason of Contractor's manner of performance under the Contract, or by reason of use by IPA, IPSC, or the Operating Agent of any article, process, or material specified by Contractor.

Copies of all drawings, specifications, calculations, models, data, and other engineering documents (collectively "Drawings") shall be delivered to and be the property of IPSC. IPSC shall be entitled to use the Drawings and the information contained therein for the construction, operation, maintenance, repair, alteration, improvement, and expansion of IPP facilities.

6. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of Contractor and shall be changed only by advance written notice to IPSC. Contractor shall supply an address to which certified mail can be delivered. The delivery of any written communication to Contractor personally, or delivery to such address, or the depositing in the United States Mail, registered or certified with postage prepaid addressed to Contractor at such address, shall constitute a legal service thereof.
7. Assignment of Contract Prohibited: Contractor shall not assign or otherwise attempt to dispose of the Contract, or any rights hereunder, or of any monies due or to become due hereunder, unless authorized by the prior written consent of the President and Chief Operations Officer. The Contract, and Contractor's rights hereunder (including rights of collection) are nonassignable without the President and Chief Operations Officer's prior written consent. No right or claim can be asserted against IPA, IPSC, or the Operating Agent, in law or equity, by any person, by reason of any assignment or disposition unless so authorized.

## DIVISION E1

GENERAL CONDITIONS

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If Contractor, without such prior written consent, purports to assign or dispose of the Contract, or any right or interest hereunder, IPSC may at its option terminate the Contract. Such termination shall relieve and discharge IPA, IPSC, and the Operating Agent from any and all liability, duties, and obligations to Contractor, and to any assignee or transferee thereof.

8. Quality Assurance: IPSC has the right to subject any or all materials, services, equipment, or other Work furnished and delivered under the Contract to rigorous inspection and testing. (Unless otherwise specifically provided in the Contract with respect to specific materials, services, equipment, or other Work, IPSC has no duty to inspect, test, or specifically accept.) Before offering any material, services, equipment, or other Work for inspection, testing, delivery, or acceptance, Contractor shall eliminate all items or portions which are defective or do not meet the requirements of these Specifications. If any items or portions are found not to meet the requirements of these Specifications, the lot, or any faulty portion thereof, may be rejected. Only the Contract Administrator may accept any material, service, equipment, or other Work as complying with these Specifications on behalf of IPSC.

IPSC may inspect and reject materials, services, equipment, or other Work tendered or purchased under the Contract at any reasonable location IPSC may choose (including, but not limited to, points of origin, while in transit to IPSC, IPSC specified receiving points, IPSC storage sites, or any point of use or installation). Inspection can include any testing that IPSC deems necessary or convenient to determine compliance with these Specifications. The expense of any initial tests will be borne by IPSC. All expenses of subsequent or additional tests will be charged against Contractor when due to failure of first-offered materials, services, equipment, or other Work to comply with these Specifications.

The fact that the materials, services, equipment, or other Work have or have not been inspected, tested, or accepted by IPSC, whether voluntarily or as required by any specific provision in the Contract, shall not relieve Contractor of responsibility in case of later discovery of nonconformity, flaws, or defects, whether patent or latent.

9. Extra Work, Reduced Work, and Change Orders by IPSC: IPSC reserves the right at any time before final acceptance of the entire Work to order Contractor to furnish or perform extra Work, or to make changes altering, adding to, or deducting from the Work, without invalidating the Contract. Changes shall not be binding upon either IPSC or Contractor unless made in writing in accordance with this Article.

Changes will originate with the President and Chief Operations Officer who will transmit to Contractor a written request for a Proposal covering the requested change, setting forth the changed Work in detail, and including any required supplemental plans or specifications. Upon receipt of such request, Contractor shall promptly submit in writing

## DIVISION E1

GENERAL CONDITIONS

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to the President and Chief Operations Officer a Proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Contractor to include a request for extension of time in the Proposal shall constitute conclusive evidence that such extra Work or revisions will entail no delay and that no extension of time will be required.

If Contractor's Proposal is accepted by IPSC, a written change order will be issued by the President and Chief Operations Officer stating that the extra Work or change is authorized and granting any required adjustments of the Contract price and of time of completion. If Contractor's Proposal is rejected by IPSC, then IPSC may order the additional or changed Work from other vendors.

Additional Work or changes pursuant to the change order shall be performed in accordance with the terms and conditions of these Specifications. No extra Work shall be performed or change made unless pursuant to such written change order, and no claim for an addition to the Contract price shall be valid unless so ordered.

Notwithstanding anything in the preceding paragraphs to this Article, IPSC may issue a written order reducing the Scope of Work without issuing a request for Proposal. Any such reduction in the Scope of Work shall be effective upon issuance. Reductions ordered by IPSC shall constitute partial terminations and shall reduce the price to be paid.

10. Changes at Request of Contractor: Changes may be made to facilitate the Work of Contractor. Such changes may only be made without additional cost to IPSC, without extension of time, and pursuant to written permission from the President and Chief Operations Officer. Permission for such changes shall be requested in writing by Contractor to the President and Chief Operations Officer.
11. Time is of the Essence and Extensions of Time: Time is of the essence to the Contract. Delivery and other performance of Work must be completed within the times and by the dates specified. Time for delivery or other performance of Work shall not be extended except as provided in this Article. Failure to deliver or otherwise perform Work within the times and by the dates specified shall constitute a default and be grounds for IPSC to immediately terminate the Contract.

If Contractor makes a timely written request in accordance with this Article, the time for delivery or other performance of Work will be extended by a period of time equivalent to any delay in the whole Work which is: (a) authorized in writing by the President and Chief Operations Officer, (b) caused solely by IPSC, or (c) due to unforeseeable causes (such as war, strikes, or natural disasters) and which delay is beyond the control and without the fault or negligence of Contractor and subcontractors.

## DIVISION E1

GENERAL CONDITIONS

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Contractor shall promptly notify the President and Chief Operations Officer in writing at both the beginning and ending of any delay, of its cause, its effect on the whole Work, and the extension of time claimed. Failure of Contractor to provide such written notices and to show such facts shall constitute conclusive evidence that no excusable delay has occurred and that no extension of time is required.

The President and Chief Operations Officer will ascertain the facts and the extent of the delay and will extend the time for delivery when the findings of fact justify such an extension. The President and Chief Operations Officer's determination will be final and conclusive.

IPSC will be responsible for granting extensions of time as herein provided, but will not otherwise be responsible in any manner or liable to any extent for damage directly or indirectly suffered by Contractor as a result of any delay.

12. Protests and Claims: If Contractor considers any demand of the President and Chief Operations Officer to be outside of the requirements of the Contract, or considers any amount of payment, or any record, ruling, or other act, omission, or determination by the President and Chief Operations Officer to be unreasonable, Contractor shall promptly deliver to the President and Chief Operations Officer a written statement of the protest and of the amount of compensation or nature of accommodation, if any, claimed.

Upon written request by the President and Chief Operations Officer, Contractor shall provide access to all records containing any evidence relating to the protest or claim.

Upon review of the protest, claim, and evidence, the President and Chief Operations Officer will promptly advise Contractor in writing of the final decision which will be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as, waiving claims provisions of the Statutes of the state of Utah. Contractor is deemed to have waived and does waive all claims for extensions of time and for compensation in addition to the Contract price except for protests and claims made and determined in accordance with this Article.

13. Limitation of Liability; Responsible Party: It is understood and agreed that IPA shall be the sole party or person liable to Contractor for payments under or pursuant to the Contract, and for any breaches, defaults, or for any torts in the performance of or in relation to the Contract by IPA, IPSC, or the Operating Agent, or any officers, agents, or employees thereof. Contractor hereby expressly covenants and agrees that no suit shall be brought by Contractor against IPSC, or the Operating Agent, or their, or IPA's officers, agents, or employees, or any of the purchasers of power from IPA, but that all rights or remedies that Contractor may have or that may arise under or in relation to the

## DIVISION E1

GENERAL CONDITIONS

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Contract shall be asserted by Contractor solely against IPA. Without limiting the foregoing provisions of this Article, Contractor shall have no right against any of the foregoing (including IPA) to assert or recover, in contract or in tort, damages or losses in the nature of consequential damages, incidental damages, or punitive or exemplary damages.

14. Independent Contractor: Contractor shall perform all Work as an independent contractor in the pursuit of its independent calling. Contractor is not an employee, agent, joint venturer, partner, or other representative of IPA, IPSC, or the Operating Agent and shall be under the control of IPSC only to provide the Work requested and not as to the means or manner by which the Work is to be accomplished. Contractor has no authority to act for, bind, or legally commit IPA, IPSC, or the Operating Agent in any way.
15. Drug Policy: Contractor shall submit a current copy of its drug policy for review. IPP facilities are a drug free and zero tolerance workplace. Contractor's employees and its subcontractors' employees, who are to perform Work or otherwise be at the IPP facilities, shall participate in a drug testing program prior to arrival, and at any additional time(s) during the Contract as IPSC may request.
16. Security and Safety Compliance: Contractor and its employees, agents, representatives, and/or subcontractors, while performing Work on IPP premises, or who are otherwise on IPP premises, shall fully comply with all security, fire prevention, and safety rules and procedures in force at IPP. IPSC has the right (but not duty) to make periodic and random inspections of the persons, and of their respective property, upon entering, at any time while on, and when departing any IPP facility. Such persons subject to inspection include Contractor, any subcontractor, and their respective employees, agents, and representatives. Property subject to inspection includes, but is not limited to, vehicles, clothing, toolboxes, lunch boxes, any other carrying case, tools or equipment, and anything contained therein. If violations are noted, the violations will be reported to Contractor's on-site supervisor and the Contract Administrator for appropriate action.

All Contractor's employees will be given security identification badges by IPSC's Security Contractor and those badges shall be displayed each day to allow admittance on IPP premises. Contractor's employees who do not have security identification badges in their possession, will not be allowed on site unless signed in by the Contract Administrator. All security identification badges shall be returned to IPSC's Security Contractor when the employee terminates their work on IPP premises. All Contractor's vehicles will also receive parking stickers from the Security Contractor allowing entrance on IPP premises. Temporary badges and parking stickers are available for intermittent Contractor employees and vehicles.

## DIVISION E1

GENERAL CONDITIONS

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Contractor shall have access on IPP premises between the hours of 7:00 am to 7:00 pm Monday through Friday. Access may be allowed on weekends or at other times with the approval of the Contract Administrator.

Contractor will be directed to specified areas for parking vehicles and equipment by the Contract Administrator. Certain areas of IPP premises are restricted to IPSC vehicles only. Exceptions to the parking restriction will be made on an as needed basis through Contractor's respective Contract Administrator. Contractor shall make its employees, agents, representatives, and/or subcontractors aware of all areas that are subject to restricted parking.

Contractor agrees, warrants, and represents that: (a) it is familiar with the risks of injury associated with the Work and otherwise being on IPP premises, (b) has reviewed the Work to be performed, (c) has inspected IPP Work site with an IPSC representative, and (d) has determined that no unusual or peculiar risk of harm exists with regard to the Work to be performed on IPP premises. Contractor further agrees that it shall, at all times, provide on IPP premises, a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety (including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under the Contract). Although IPSC assumes no responsibility to oversee or supervise the Work, IPSC reserves the right to review safety programs and practices and to make recommendations to Contractor. No such review or recommendation by IPSC shall impose any liability or responsibility on IPSC, or relieve Contractor from providing a safe working environment and complying with all legal requirements.

Contractor shall comply with IPSC's safety and equipment requirements prior to starting the Work. Worker protective clothing, which includes, but is not limited to, hardhats, safety glasses, safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by Contractor.

Prior to starting the Work, all of Contractor's personnel shall attend a safety orientation taught by a representative of IPSC. At Contractor's option and subject to IPSC approval, a supervisor of Contractor may attend the orientation taught by IPSC, and then present the orientation to the remainder of Contractor's personnel. In that case, a roll shall be provided to IPSC which lists each person who received the orientation and the date it was received.

17. Nonexclusive: This is a nonexclusive Contract. IPSC reserves the right to obtain services, materials, equipment, or other work from other vendors or suppliers.

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Spec. 45615

### PART SPECIFICATIONS

<u>PART</u>	<u>DIV</u>	<u>ADDITIONAL GENERAL CONDITIONS</u>	<u>PAGE NUMBER</u>
1A	<u>Guarantee</u>	Contractor warrants for a minimum period of one (1) year after delivery, and for such longer period as may be specified by the applicable statute of limitations, that all materials, services, equipment, and other Work furnished are free from defects and otherwise conform to the terms of the Contract, including, but not limited to, the Article entitled Materials and Work in Part E, Division E1, General Conditions.	A1-1 thru A1-2
B	<u>Instructions to Bidders</u>		B1-1 thru B1-2
C	<u>Bidding Documents</u>	Contractor shall repair or replace, as IPSC may direct, all defective materials, services, equipment, or other Work. Such repair or replacement shall be F.O.B. at such destination as IPSC may direct (contract delivery point, point of installation, point of consumption, etc.). IPSC's right to demand repair or replacement is in addition to any other remedies that may be available for breach of the foregoing guarantee and warranty.	C1-1 thru C1-2
D	<u>Contract Documents Description</u>	Contractor shall, for the protection and benefit of IPA, IPSC, and LADWP, obtain guarantees conforming to the foregoing two (2) paragraphs from each of its vendors and subcontractors with respect to materials, services, equipment, or other portions of the Work. Such guarantees shall be in addition to, and not in lieu of, Contractor's own guarantees.	D1-1 thru D1-3
E	<u>General Conditions</u>		E1-1 thru E1-3
	<u>Additional General Conditions</u>		E2-1 thru E2-2
2.	<u>Payment</u>	Payment will be made within thirty (30) calendar days after delivery and receipt of the invoice in the form directed by IPSC.	
F	<u>Detailed Specifications</u>		
3.	<u>Work Slips and Invoices</u>	Invoices shall be submitted in duplicate to Accounts Payable, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, Utah 84624-9546. All letters pertaining to invoices shall be addressed to the foregoing address.	F1-1 thru F1-6
	<u>Special Conditions</u>		F2-1 thru F2-3
	<u>Detailed Requirements</u>		F2-1 thru F2-3
	<u>Technical Requirements</u>	IPSC may direct the form of invoice to be used. All invoices shall show the Contract number, release number, or other identification of each delivery covered by the invoice. In all cases, the amount of the applicable sales tax or use tax shall be separately stated on the invoice.	F3-1 thru F3-8
4.	<u>Regulations, Permits, Licenses, and Warrants</u>	Contractor shall comply with all applicable federal, state, and local regulations including, but not limited to, Federal and State OSHA, as said regulations relate to the Contract, Contractor's performance, or Contractor's trade. In addition, Contractor shall ensure that all permits, licenses, and warrants relating to the Contract, Contractor's performance, and Contractor's trade be acquired.	
5.	<u>Letters to IPSC</u>	All inquiries relating to these Specifications prior to Award of Contract shall be addressed to the Buyer.	



DIVISION E2

ADDITIONAL GENERAL CONDITIONS

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After Award of Contract, all letters pertaining to performance of the Contract (other than invoice) shall be addressed as follows:

Mr. George W. Cross  
President and Chief Operations Officer  
Intermountain Power Service Corporation  
850 West Brush Wellman Road  
Delta, UT 84624-9546

Attention: Bret Kent  
Contract Administrator

Regarding: **Contract 04-45615**

**PART F - DIVISION F1**

**DETAILED SPECIFICATIONS - SPECIAL CONDITIONS**

1. General: Under the terms of the Contract, Contractor shall furnish and deliver **Material and Technical Support for Secondary Air Preheater Element Replacement Hardware** ordered by IPSC beginning with date stated in the first introductory paragraph of the Contract Agreement, and expiring upon the conclusion of two (2) years thereafter, (hereinafter called the Contractual Period).
2. Printed Documents: All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the English foot-pound-second system.
3. Delivery Arrangements: After award of the Contract and prior to delivery or other performance of any Work, Contractor shall become familiar with the unloading facilities at the delivery point(s) set forth in the Proposal Schedule, either by personal inspection or by contacting the Contract Administrator, (435) 864-4414.
4. Option to Renew: IPSC has the right and option at any time during the original term of the Contractual Period to renew the Contract for a period of one (1) year from the date of scheduled expiration of the original term of the Contractual Period.

In the event that said option is exercised by IPSC, it will be exercised by the issuance and delivery to Contractor of a written order therefor by the Buyer or his duly authorized representative. The Contract executed for the original Contract period shall remain in full force and effect for any such extended or option period, at the same prices and under the same terms and conditions for such extended or option period.

5. Indemnity Clause: Contractor undertakes and agrees to indemnify, hold harmless, and at the option of the IPA, defend IPA, IPSC, LADWP, and any and all of their boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable attorneys' fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature, including, but not limited to, violations of regulatory law, breach of contract, death, bodily injury or personal injury to any person, including Contractor's employees and agents, or damage or destruction to any property of either party hereto, or of third persons, arising in any manner by reason of or incident to the performance of the Contract on the part of Contractor, or Contractor's officers, agents, employees, or subcontractors of any tier, except as may be caused by the sole negligence of IPA, IPSC, LADWP, or their boards, officers, agents, representatives, or employees.
6. Insurance Requirements: Prior to the start of the Work, but not later than thirty (30) calendar days after date of Award of Contract, Contractor shall furnish IPSC evidence of coverage from insurers acceptable to IPSC and in a form acceptable to the IPSC's

Insurance Analyst. Such insurance shall be maintained by Contractor and at Contractor's sole cost and expense.

The insurance shall not limit or qualify the liabilities and obligations of Contractor assumed under the Contract. IPA, IPSC, or LADWP shall not, by reason of any of their inclusion under these policies or otherwise, incur liability to the insurance carrier for payment of the premium for these policies.

Any insurance carried by IPA, IPSC, or LADWP which may be applicable is and shall be deemed excess insurance, and Contractor's insurance is and shall be primary for all purposes despite any provision in Contractor's policies to the contrary.

Should any portion of the required insurance be on a "Claims Made" policy, Contractor shall, prior to the policy expiration date following completion of the Work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits and terms and conditions of the expiring policy at least for the Contract under which the Work was performed. Contractor shall provide the following insurance:

- a. Workers' Compensation/Employer's Liability: Workers' Compensation Insurance covering all of Contractor's employees in accordance with the laws of all states in which the Work is to be performed and including Employer's Liability Insurance, and as appropriate, Broad Form All States Endorsement, Voluntary Compensation, Longshoremen's and Harbor Workers' Compensation, Jones Act, and Outer-Continental Shelf coverages. The limit for Employer's Liability coverage shall be not less than \$1 million each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be an endorsement to the policy providing for thirty (30) calendar days prior written notice of cancellation or nonrenewal of a continuous policy to IPSC, by receipted delivery, and a Waiver of Subrogation in favor of IPA, IPSC, and LADWP, their officers, agents, and employees. Workers' Compensation/Employer's Liability exposure may be self-insured provided that IPSC is furnished with a copy of the certificate issued by the state authorizing Contractor to self-insure. Contractor shall notify IPSC, by receipted delivery, as soon as possible of the state withdrawing authority to self-insure.
- b. Commercial General Liability: Commercial General Liability with Blanket Contractual Liability, Products and Completed Operations, Broad Form Property Damage, Premises and Operations, Independent Contractors, and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Contractor, but not less than \$2 million Combined Single Limit and be specific for the Contract. Should the policy have an aggregate limit, such aggregate limits should not be less than \$4 million. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the

## DIVISION F1

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required limits. Evidence of such coverages shall be on IPSC's Additional Insured Endorsement Form or on an endorsement of the policy acceptable to IPSC and provide for the following:

- (1) To include IPA, IPSC, LADWP, and their officers, agents, and employees as additional insured with the Named Insured for the activities and operations under and in connection with the Contract.
  - (2) That the insurance is primary and not contributing with any other insurance maintained by IPA, IPSC, or LADWP.
  - (3) A Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."
  - (4) That the policy shall not be subject to cancellation, change in coverage, reduction of limits or nonrenewal of a continuous policy, except after written notice to IPSC, by receipted delivery, no less than thirty (30) calendar days prior to the effective date thereof.
  - (5) A description of the coverages included under the policy.
- c. Commercial Automobile Liability: Commercial Automobile Liability covering the use of owned, nonowned, hired, and leased vehicles for total limits actually arranged by Contractor, but not less than \$1 million Combined Single Limit. Such insurance shall include Contractual Liability coverage. The method of providing evidence of insurance and requirements for additional insureds, primary insurance, notice of cancellation, and Severability-of-Interest shall be the same as required in the Commercial General Liability Section of terms and conditions.
- d. Professional Liability: Professional Liability Insurance with Contractual Liability coverage included, covering Contractor's liability arising from errors and omissions made directly or indirectly during the execution and performance of the Contract and shall provide coverage of \$5 million Combined Single Limit. Evidence of such insurance shall be in the form of a special endorsement of insurance and shall include a Waiver of Subrogation against IPA, IPSC, and LADWP, their officers, agents, and employees.

The policy shall not be subject to cancellation, change in coverage, reduction of limits, or nonrenewal of a continuous policy, except after written notice to IPSC,

## DIVISION F1

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by receipted delivery, not less than thirty (30) calendar days prior to the effective date thereof.

e. Other Conditions:

- (1) Failure to maintain and provide acceptable evidence of any of the required insurance for the required period of coverage shall constitute a major breach of Contract, upon which IPSC may immediately terminate or suspend the Contract. In addition or in the alternative, IPSC has the right (but not duty) to procure such insurance and: (a) to deduct the cost thereof from any monies due Contractor under the Contract or otherwise, and/or (b) to charge and collect the cost thereof from Contractor, payable upon demand. Such claim, deduction, or charge shall include an administrative fee of 2 percent of the cost of procuring said insurance. Said insurance may be procured and maintained in the name of Contractor, IPA, IPSC, LADWP, and/or any combination thereof, as primary and/or secondary insured, all as IPSC may from time to time elect.
- (2) Contractor shall be responsible for all subcontractors' compliance with these insurance requirements. The foregoing remedies in subarticle (1) shall be available to IPSC against Contractor for any failure by any subcontractor to maintain and provide the required insurance.

7. Transportation: All shipments of hazardous materials under the Contract or in connection herewith shall be handled in accordance with current United States Department of Transportation regulations and all other applicable federal, state, and local laws and regulations.
8. Material Safety Data Sheets: Contractor shall furnish IPSC with a Material Safety Data Sheet (MSDS) for all hazardous materials furnished under the Contract, used, stored, or transported on or near IPP premises in connection with the Contract. The MSDS shall be furnished to IPSC on, or prior to, the date of the first delivery, use, storage, or transportation of the materials or equipment. If these Specifications require that Contractor furnish instruction books, the MSDS shall also be included in such books.
9. Contract Termination:
  - a. For Convenience or Security: IPSC reserves the right, by giving twenty (20) calendar days prior written notice (or such longer notice as IPSC may select) to Contractor, to terminate the whole or any part of the Contract at IPSC's convenience, whether or not Contractor is in default. IPSC also reserves the right to terminate the Contract, effective immediately upon notice, for purposes

## DIVISION F1

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of security or safety of IPP facilities, persons who work at IPP facilities, or the public. In the event of termination for convenience, security, or safety, IPA will pay Contractor reasonable and proper direct costs of termination (if, however, Contractor's Proposal includes cancellation charges, payment for termination costs shall not exceed the cancellation charges set forth therein). Contractor shall, after consultation with IPSC, take all reasonable steps to minimize the costs related to termination. Contractor shall provide IPSC with an accounting of costs claimed, including adequate supporting information and documentation and IPSC may, at its expense, audit the claimed costs and supporting information and documentation.

- b. For Breach: IPSC may terminate the whole or any part of the Contract effective immediately upon notice, in the event Contractor is in material default, and without right on the part of Contractor to claim any termination costs. This right to terminate is in addition to, and not in lieu of, any other remedy provided in the Contract or otherwise provided by law or equity.
  - c. Limitation of Liability: In no event shall termination of this Contract, or any portion thereof, whether for convenience, security, safety, breach, or otherwise, constitute the basis for or result in any claim by Contractor for consequential or incidental damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
10. Suspension of Work: IPSC reserves the right to suspend and reinstate execution of the whole or any part of the Contract and the Work without invalidating the provisions of the Contract. In the event the Work is suspended, Contractor will be reimbursed for actual direct unavoidable costs that it reasonably incurs as a result of the suspension. Claims for such cost reimbursement shall be submitted by invoice. Contractor shall use all reasonable means to minimize such costs, and shall allow IPSC to audit costs claimed. Contractor shall, upon request by IPSC, provide a projection of costs it anticipates to incur during any suspension, or continuation of suspension, contemplated by IPSC. In no event shall suspension constitute the basis for, or result in, any claim for consequential or incidental damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
11. No Waiver: No breach, noncompliance, or other failure to perform (collectively "breach") by Contractor, or any subcontractor, or of any Work shall be deemed waived unless expressly waived in writing by the President and Chief Operations Officer. No waiver by IPSC of any one breach shall be deemed to waive any other prior, concurrent, or subsequent breach. No exercise, or failure to exercise, or delay in exercising any particular remedy by IPSC shall be deemed a waiver or preclude IPSC from

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subsequently invoking that remedy for that breach or any other breach. All remedies granted to IPSC in the Contract, or by law or equity, are cumulative and may be exercised in any combination or order.

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- 1A Quantity IPSC agreement to provide the Contractual Period for the following  
Materials and Technical Services:

B	<b>MATERIALS</b>	
C	Cold-End Stay Plate Extensions with Basket Support Bars: <u>Bidding Documents</u>	Total of One Hundred Forty-Four (144) Extensions per Air Preheater Rotor
	C1 Basket Sealing Frames: <u>Proposal</u>	Total of One Hundred Sixty-Eight (168) Frames per Air Preheater
	C2 Cold-End Basketed Heating Elements, with Type DL7™ 20 Gauge Low Alloy Steel with Liners: <u>Proposal Schedule</u>	C2-1 thru C2-2 Total of Three Hundred Thirty-Six (336) Baskets per Layer/Air Preheater
D	D1 Hot-End Basketed Heating Elements, with Type DL7™ 22 Gauge Low Alloy Steel with Liners: <u>Contract Documents Description</u>	D1-1 Total of Three Hundred Thirty-Six (336) Baskets per Layer/Air Preheater
E	E1 Radial, Ee-zee™ Bypass, Axial and Post Seals with Holding Strips and Fasteners: <u>General Conditions</u>	E1-1 thru E1-8 E2-1 thru E2-2 Complete Set
F	<b>SERVICES</b>	
	F1 Engineer's Evaluation of Materials Offered to Verify Existing Bearing Loads, Drives, and Air Preheater Structure is Adequate for the Proposed Arrangement <u>Special Conditions</u>	F1-1 thru F1-8
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	Seal Setting Data for New Heating Elements	
	Appendix 1 Thermal and Pressure Drop Guarantee for New Heating Elements	
	Appendix 2 Manufacturing Schedule	
	Estimated Shipping Weights and Sizes	
	All-Inclusive On-Site Technical Service Support	

2. Liquidated Damages: IPSC shall be compensated by Contractor for substandard execution of delivery and hardware performance in accordance with the following provisions:



## DIVISION F2

## DETAILED REQUIREMENTS

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- a. If Contractor fails to meet the delivery schedule as requested in Part F, Division F3, Article 10, Manufacturing Schedule, subarticle i, for each respective outage, Contractor shall pay all costs associated with mobilization and demobilization incurred by the installation Contractor plus a boiler performance liquidated damages amount of \$50,000, representing a small fraction of the monies lost by IPSC.
- b. If the heat transfer surface is installed in accordance with the plans and these Specifications and under direct supervision of a Technical Services representative provided by Contractor, and if the conditions (or a set of conditions adjusted and normalized for actual operating parameters) supplied by Contractor in Appendix A are not met, the liability shall be limited to, at Contractor's option, the necessary repairs, replacements, or modifications to permit such performance, or in lieu thereof, Contractor may pay IPSC as liquidated damages in full satisfaction of the failure to meet the performance guarantee, an amount equal to the lesser of \$5,000 per °F, above the guaranteed exit gas temperature, plus 1 percent of the purchase price of the heating elements for each full inch water gauge that the air or gas side pressure drops are above the guarantee value, or 10 percent of the purchase price of the heating element, excluding freight.

To establish non-compliance with this guarantee, IPSC will, at its expense, and using plant equipment, conduct testing procedures in compliance with the Air Preheater Test Code, ASME PTC-4.3, within sixty (60) days after initial operation. Contractor shall supply, at Contractor's expense, a representative to witness and validate the testing procedures and results. If a representative is not supplied, Contractor shall be responsible for all costs associated with validating the results as provided by IPSC.

- c. If the heat transfer surface is installed in accordance with the plans and these Specifications and under direct supervision of a Technical Services representative provided by Contractor, the power drawn produced by the drive motors discussed in Part F, Division F3, Technical Requirements, Article 2, Unit Description, shall not increase upon the completion of the installation.

Provided the above performance is not achieved, Contractor's liability shall be limited to, at Contractor's option, the necessary repairs, replacements, or modifications to permit such performance, or in lieu thereof, Contractor may pay IPSC as liquidated damages in full satisfaction of the failure to meet the performance guarantee, an amount equal to the lesser cost of the increase in power consumption for ten (10) years (calculated at \$0.025/KWH), or 10 percent of the purchase price of the heating element, excluding freight.

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DETAILED REQUIREMENTS

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To establish non-compliance with this performance guarantee, IPSC will, at its expense, measure amp draw on each drive motor at a recorded unit load, within thirty (30) calendar days of the scheduled outage and again within sixty (60) calendar days after initial operation. The amp draw readings shall be at unit loads greater than 800 MW. Contractor shall supply, at Contractor's expense, a representative to witness and validate the testing procedures and results. If a representative is not supplied, Contractor shall be responsible for all costs associated with validating the results provided by IPSC.

- d. The provisions set forth in this Division supercede any and all performance guarantees, limitations of remedies, and limitations of warranties or performance, that may purportedly be stated in Contractor's Proposal.

**PART F - DIVISION F3****DETAILED SPECIFICATIONS - TECHNICAL REQUIREMENTS**

1. **General:** These Specifications provide technical information required to supply materials and technical services associated with modifications to the Secondary Air Preheaters for a period of two (2) years to cover both Unit 1 and Unit 2 scheduled outages as listed in Article 3, Overall Schedule, of this Division.
2. **Unit Description:** IGS consists of two (2) sister units each operating two (2) 33-1/2-VI-64 parallel Lungstrom/CE Secondary Air Preheaters and two (2) 24-1/2-VI-44 parallel Lungstrom/CE Primary Air Preheaters. The two (2) units have experienced several uprates from the original full load output of 840 MWg. The current full load design rating of each is 950 MWg. IGS elevation is 4,700 feet above sea level.

Only the Secondary Air Preheaters will be modified with these Specifications.

The existing Secondary Air Preheaters consist of a three (3) layer design as follows:

<b>EXISTING SECONDARY AIR PREHEATERS DESIGN</b>	
Hot-End Layer:	#22 Gauge, 'DL', 36" Depth, Low Alloy/CR
Hot Intermediate Layer:	#22 Gauge, 'DL', 16" Depth, Low Alloy/CR
Cold-End Layer:	#18 Gauge, NF-6 12" Depth, Low Alloy/CR

The existing drive train consists of a General Electric, 75 horsepower, frame 365-T motor coupled to a Philadelphia Gear 10 AP - 132:1.1 speed reducer. The fluid coupling provided and installed as original equipment at the motor/speed reducer interface is no longer in service. The speed reducers have been retrofitted since original installation with pump driven, oil cooler assemblies. The motors are connected to the speed reducer with conventional spider couplings.

The support bearing consists of a Kingsbury, series 1450 thrust bearing and a SKF No. 23244 CJ/C3/W33 radial bearing. The guide bearing consists of a SKF No. 23192 radial bearing. The guide bearing lubrication circuits have also been modified for enhanced oil cooling.

3. **Overall Schedule:** The overall planned Scope of Work for modifications to the Secondary Air Preheaters shall begin February 28, 2004 through March 29, 2004 during the scheduled outage of Unit 2. The same Work shall be completed on the Secondary Air Preheaters during the scheduled outage of Unit 1, currently scheduled to begin March 5, 2005 through April 4, 2005. The overall schedule for the Work is tentative and is subject to change based on each Unit's availability requirements. Contractor must conform its performance to the outage dates that IPSC ultimately schedules, so long as Contractor is given twenty (20) calendar days advance notice of the final selected outage dates.

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4. Contractor's Scope of Work: This Article defines the Work to be completed by Contractor within these Specifications. Contractor's Scope of Work shall include design, manufacture, and delivery of new, high-efficiency, secondary air preheaters rotor hardware for ensuring optimal thermal and air/gas differential performance and reliability as follows:
- a. Latest technology secondary air preheaters basket supports, stay plates extensions, and elements as required (four (4) air preheaters total).
  - b. Basket sealing frames.
  - c. Special tools required for maintenance or adjustment of the new rotor hardware.
  - d. Five (5) complete sets of latest design air preheater rotor seals (two (2) per unit plus one (1) spare set). Seal sets to include all seals needed for complete rebuild of the air preheater, including, but not limited to, radial, circumferential, bypass seals, and all installation hardware as required.
  - e. Rotor seal clearance gauge assemblies sufficient for external indication of both the sector plate mid-span and outer tip on the hot-end sector plates and the outer tip only on the cold-end sector plates on all four (4) secondary air preheaters (total of twenty-four (24) seal clearance gauge assemblies).
  - f. Engineering services including verification of acceptable bearing loads, mechanical drives, and structure.
  - g. Technical direction services for ensuring accurate and efficient installation of the new air preheater hardware, including, but not limited to, technical support for the Project Engineer in providing direction to the selected installation Contractor through all phases of the project Scope of Work.
  - h. Field Service Engineering for on-site direction during installation of the secondary air preheater modifications as listed in Article 6, Field Service Engineering, of this Division. Field Service Engineering shall include technical direction to both IPSC and the installation Contractor during mobilization/staging, installation, startup, and testing of the air preheaters in service.
  - i. On-site training for Operations/Maintenance/Engineering personnel regarding air preheater performance parameters, recommended maintenance practices, and procedures and best operating practices for both the primary and secondary air preheaters. Training agenda to be prepared based on three (3) separate sessions of approximately 3-hours each over two (2) to three (3) days. Groups of up to thirty (30) people will be invited to attend one (1) of the three (3) training

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## TECHNICAL REQUIREMENTS

sessions. The training sessions shall be taught by both the Field Engineer and the Project and/or Design Engineer.

5. Design Conditions and Performance Criteria: The Project's justification rests on both performance and fan capacity recovery; therefore, all possible efforts shall be made to identify and incorporate the most current and proven performance related technologies listed below:
- Air preheater elements shall be minimum 22 USS gauge. Deviation from this requirement must be justified in Contractor's Proposal.
  - All air preheater elements shall be reversible with no impact on air preheater performance.
  - All element baskets shall be designed for side removal and access.
  - Contractor shall clearly identify all alloys used in the new rotor components provided.
  - Contractor shall provide procedures for ensuring that design dimensions, clearances, and rotor alignment are maintained during installation.

The secondary air preheater internals shall be designed to eliminate failure of any component due to erosion, oxidation/corrosion and structural failure for a minimum period of twenty (20) years when operated within certain conditions.

Refer to Appendix 1 and 2 for additional information and fill in the operating parameters for the following conditions:

<b>SECONDARY AIR PREHEATER OPERATING CONDITIONS FOR TWENTY (20) YEAR LIFE</b>			
	<b>Minimum</b>	<b>Maximum</b>	<b>Design</b>
Inlet Gas Temperature, °F			
Inlet Air Temperature, °F			
Gas Temperature Differential, °F			
Air Temperature Differential, °F			
Gas Velocity, Lbs/Hr			

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<b>SECONDARY AIR PREHEATER OPERATING CONDITIONS FOR TWENTY (20) YEAR LIFE</b>			
	<b>Minimum</b>	<b>Maximum</b>	<b>Design</b>
Air Velocity, Lbs/Hr			
Inlet Pressure Differential (In Wg)			
Outlet Pressure Differential (In Wg)			
Hot-End Sootblowing Cycles at 150 Psi			
Cold-End Sootblowing Cycles at 150 Psi			

6. Field Service Engineering: Unless agreed to otherwise, in writing by IPSC, Mr. Harlan Fennemore shall serve as the Field Service Engineer/OEM Technical Representative for the secondary air preheater modifications. The Field Service Engineer shall arrive on site no later than one (1) week prior to the respective outage scheduled start dates. The Field Service Engineer shall be available in accordance with the planned outage shift schedule, from one (1) week prior to the outage scheduled start date until at least one (1) week following full-load operation of the respective unit. Total duration of on-site stay shall be approximately six (6) weeks. The Field Service Engineer shall provide the following services:
- Technical direction to IPSC for disassembly, cleaning, inspection, repair, part replacement, reassembly, sector plate assembly rotor alignment, balancing, etc., of the secondary air preheater components.
  - Assist IPSC with overhaul planning, schedule preparation, and schedule updating both before and during the installation outage. Approximately twelve (12) weeks prior to the outage, the Field Service Engineer shall travel to the IPP Work site and participate in a finalization planning meeting for the installation outage.
  - Be on site to receive and inspect all components as provided by Contractor to ensure no damage occurred during shipping and all required components are on site.
  - First outage only, conduct an on-site, off-line inspection of the Unit 2 Primary Air Preheaters as early in the outage as possible without impacting the ongoing Work on the Secondary Air Preheaters. Conduct a complete on-line inspection of the Unit 1 Primary and Secondary Air Preheaters at some time during the Unit 2 outage.
  - Prepare and submit to IPSC a technical report which details the inspections, repairs, and future maintenance and operating recommendations related to the modifications completed and the status and condition of all air preheaters inspected.

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## TECHNICAL REQUIREMENTS

- f. First outage only, prepare an agenda for an on-site air preheater training session covering aspects of control, performance, and maintenance on the secondary and primary air preheaters. Submit agenda to the Contract Administrator. The Field Engineer shall participate in three (3) separate 3-hour training sessions held on site.
- g. Additional support and coordination as required to ensure a smooth installation and startup.
7. IPSC Provided Services: IPSC shall provide the following services at the designated location for use within the Contractor's trailer:

IPSC PROVIDED SERVICES	
A Single Telephone Line - Contractor shall arrange with Telephone Company for Service	
A Single Fax Line - Contractor shall arrange with Telephone Company for Service	
120 VAC Power for Trailer Lighting and Heating	

8. Operating Experience: IGS consistently operates with net capacity factors in excess of 90 percent, and net output in excess of 95 percent. With the current three (3) layer design secondary air preheaters, IPSC Operations has often thought it necessary to complete up to four (4) blowing sequences every 24-hours. Normal air preheater cleaning requirements have averaged approximately two (2) blowing sequences every 24-hours.
9. Maintenance History and Provisions: Modifications to the secondary air preheaters have been performed by IPSC personnel under the direction of an authorized Field Service Engineer. In addition to normal maintenance, the secondary air preheaters have received the following modifications:

MODIFICATIONS	
Tilting Sector Plate	
Guide Bearing Seal	
Auxiliary Gear Box Oil Cooling Skid	
Electric Drive Hydraulic Coupling Removal	
Sector Plate Digital Position Control System Upgrade	

Details of the above modifications will be provided upon written request from Contractor.

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10. Manufacturing Schedule: Within four (4) weeks of Award of Contract, Contractor shall submit a detailed schedule showing all facets of procurement, fabrication, and delivery of the secondary air preheater upgrade and associated components. The schedule shall include the following:
- a. Order placement for material stock for each major component.
  - b. Expected delivery to manufacturing facilities of stock for each major component.
  - c. Verification of fabrication dimensions.
  - d. Component fabrication.
  - e. Component assembly.
  - f. Final assembly dimensional verification at manufacturing facility.
  - g. Preparations for shipping.
  - h. All materials and components shipped from fabrication facility.
  - i. All materials and components delivered to IPP Work site no later than February 1 for each outage.

Updated manufacturing progress reports shall be prepared and submitted in writing to IPSC on a monthly basis starting the first month after Award of Contract and continuing up to the date of final inspection and shipment.

11. Air Preheater Performance Testing: IPSC will, at its expense, and using plant equipment, carry out a secondary air preheater performance verification test for verification of bid design performance parameters. The test shall be completed within sixty (60) calendar days after the unit is on-line and stable. Air preheater performance testing will be based on the latest edition of the accepted standard for air preheater performance testing ASME PTC-4.3.
12. Contract Document Submittals: As-built or updated drawing revisions shall be prepared and submitted following installation of each unit's respective secondary air preheater modifications. During the course of fabrication and installation of the secondary air preheater modification hardware, Contractor shall submit, at a minimum, the following information in accordance with the monthly updated manufacturing schedules and reports outlined in Article 10, Manufacturing Schedule, of this Division.



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## TECHNICAL REQUIREMENTS

<b>SCHEDULE OF SUBMITTALS</b>		
<b>No.</b>	<b>Item</b>	<b>Time of Submittal</b>
1.	Completely Fill Out Part E, Division E2, Article 5, Design Conditions and Performance Criteria, and Appendix 1 of These Specifications	Return with Bid Documents
2.	Provide a List of All Recommended Requirements for ASME PTC-4.3 Section 3.01, Specifically Showing Recommended Tolerances for Acceptance Testing as per ASME PTC-4.3 Section 3.01.12 and 3.03, Including Allowable Measurement, Calibration, and Final Result Errors  In Addition, Define Recommended Conditions for Inlet Air Steady State for Commencement of Acceptance Tests and Parameter That Define a Failed Test per ASME PTC-4.3 Section 3.10	Preliminary - To Be Returned with Bid Documents  Final - To Be Negotiated Prior to Contract Award
3.	Bill of Materials Including Materials Used, Method of Manufacturing, and Manufacturing Agent	Return with Bid Documents
4.	Air Preheater Differential and Thermal Performance Curves Including: Load Versus Pressure Drop Curves Load Versus Air Outlet Temperature Curves Load Versus Gas Outlet Temperature Curves Load Versus Air Preheater Leakage Curves	Return with Bid Documents
5.	Manufacturing Progress Reports as Detailed Above	Monthly - After Contract Award
6.	Assembly Drawings	Six (6) Weeks After Contract Award
7.	Modification Details to Any Existing Air Preheater Components, Including Clearances	Six (6) Weeks After Contract Award
8.	Rotor Design Seal Clearance Drawings	Twelve (12) Weeks Prior to Outage

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## TECHNICAL REQUIREMENTS

SCHEDULE OF SUBMITTALS		
No.	Item	Time of Submittal
9.	Rotor Alignment Drawings	Twelve (12) Weeks Prior to Outage
10.	Component and Assembly Rigging Plan Including Accurate Weight of Each Lift	Twelve (12) Weeks Prior to Outage
11.	Air Preheater Material Mill Certificates	Twelve (12) Weeks Prior to Outage
12.	As-Built Drawings and Owners Manuals	Two (2) Weeks After Shipment

Where final revisions of the above documents are not readily reproducible by IPSC, Contractor shall provide ten (10) copies upon request.

13. Shipping: All components and assemblies shall be packaged, coated, supported, and secured to prevent corrosion, damage, or deformation during shipping. Any damage sustained prior to delivery to IGS shall be judiciously corrected by and to the account of Contractor.

**APPENDIX 1**

Please provide the following information and return with Proposal. Contractor shall base its calculations on provided information and the ultimate analysis of fuel provided in Appendix 2.

<b>OPERATING CONDITIONS (PER TWO (2) AIR PREHEATERS)</b>		
Air Entering	6,104,104	Lb/Hr
Air Entering Temperature	67	°F
Gas Entering	7,132,104	Lb/Hr
Gas Entering Temperature	751	°F
Job Site Elevation	4,700	Ft
<b>GUARANTEED PERFORMANCE</b>		
Air Side dP		Inches Wg
Air Leaving Temperature		°F
Gas Side dP		Inches Wg
Gas Leaving Temperature		°F
<b>ASSUMPTIONS (Attach Additional Sheets as Necessary)</b>		
Allowable Leakage		Lb/Hr